

CONSTITUTION

STYLEFIT GROUP PTY LTD

ACN 648 060 360
ABN 59 648 060 360



Ivy Law Group Pty Ltd ACN 610 929 103
Level 2, Suite 201, 127 York Street, Sydney NSW 2000
Postal: PO Box Q376, Queen Victoria Building, Sydney NSW 1230
T: (02) 9262 4003 F: (02) 9475 4816 E: info@ivylawgroup.com.au W: www.ivylawgroup.com.au
Ref: GC 20974

Limited Liability by a scheme approved under Professional Standards Legislation



Company Constitution of Stylefit Group Pty Ltd

This is the constitution of Stylefit Group Pty Ltd, ACN 648 060 360 (**Company**)

BACKGROUND

A. The Company is a proprietary company limited by shares.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this Constitution:

Alternate Director means a person appointed as an alternate Director under clause 11.10.

ASIC means the Australian Securities and Investments Commission.

Auditor means the Company's auditor, if any.

Business Day means:

- (a) in relation to sending or receiving a communication in connection with this Constitution, a day this is not a Saturday, Sunday, public holiday or bank holiday in the place where the communication is to be received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Company means Stylefit Group Pty Ltd (which name may be changed) ACN 648 060 360 and ABN 59 648 060 360.

Constitution means the constitution of the Company as amended from time to time.

Corporations Act means the *Corporations Act* 2001 (Cth) or its successors.

Crowd-Sourced Funding or **CSF** has the same meaning as that term is defined in the Corporations Act.

Director includes any person occupying the position of Director of the Company and, where appropriate, includes an Alternate Director.

Directors means all or some of the Directors acting as a board.

Dividend includes bonus.

Executive Director means a person appointed as an executive Director under this Constitution.

Founder Shareholders means:

- (a) Rolling Ant Australia Pty Ltd (ACN 626 997 653);
- (b) Binyamin Gregory as trustee for BJSJG Holdings (unit trust); and
- (c) VBE Holdings Pty Ltd (ACN 645 547 904),

and **Founder Shareholder** means any one of them.

Independent Valuer means an independent chartered accountant or investment or merchant bank approved by the board of Directors at the time.

Investor Shareholder has the same meaning given to that term in the Shareholders Agreement.

Managing Director means a person appointed as managing Director under this Constitution.

Market Value means the market value for each Share or such other security in the Company as determined by an Independent Valuer having regard to all usual factors considered in valuing Shares.

Ordinary Shares means ordinary shares in the capital of the Company.

Record Time means:

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

Register means the register of the holder of Shares.

Related Body Corporate has the same meaning as in the Corporations Act.

Related Entity means:

- (a) in relation to a corporation:
 - (i) a Related Body Corporate;
 - (ii) a director, secretary or natural person shareholder of the corporation;
- (b) in relation to a natural person:
 - (i) a spouse, parent, sibling, child or grandchild of the person;
 - (ii) a parent, sibling, child or grandchild of the spouse of the person;
 - (iii) a company in which the person has a controlling interest;
- (c) in relation to a corporation or a natural person, a trust of which the corporation or person is the trustee or a beneficiary.

Representative means a person appointed by a Member to act as its representative under clause 10.6 or under section 250D of the Corporations Act.

Secretary means any person appointed by the Directors to perform any of the duties of a Secretary of the Company.

Shareholder means a person or entity whose name is entered for the time being on the Register as the holder of Shares, and **Shareholders** means all of them.

Shareholder Group means in respect of a Shareholder:

- (d) the Shareholder; and
- (e) any other Shareholder who elects to combine their Shares to form a Shareholder Group;

but for the avoidance of doubt each Shareholder may only be a member of one Shareholder Group, and which Shareholder Group has:

- (f) nominated a Shareholder of the Shareholder Group to represent the Shareholder Group and send and receive communication on behalf of the Shareholder Group, and notified the Company in writing of such nomination; and
- (g) notified the Company in writing of the formation, existence (and disbanding if applicable) of such Shareholder Group and its members.

Shareholders Agreement means the shareholders agreement dated and made in or about the date of this Constitution between the Company, Rolling Ant Australia Pty Ltd (ACN 626 997 653) and others, as amended from time to time.

Shareholders' Special Majority Resolution means a resolution of the Shareholders which is approved by Shareholders having, in aggregate, at least 75% of all votes capable of being cast at a Shareholders' meeting by persons present and entitled to vote.

Share Capital means all of the Shares on issue.

Shares means shares in the capital of the Company.

Subscription Agreement means the subscription agreement dated and made in or about the date of this Constitution between the Company, the Investor Shareholder and others, as amended from time to time.

Transfer means to sell, assign, transfer, convey or otherwise dispose of a legal or beneficial interest.

1.2 Interpretation

- (a) A reference in this Constitution to:
- (i) an amount unpaid on a share includes a reference to any amount of the issue price which is unpaid;
 - (ii) a partly paid share is a reference to a share on which there is an amount unpaid;
 - (iii) a call or an amount called on a share includes a reference to a sum that, by the terms of issue of a share, becomes payable on issue or at a fixed date;
 - (iv) a member for the purposes of a meeting of members for which the caller of the meeting has determined a Record Time is a reference to a registered holder of shares as at the relevant Record Time;
 - (v) a member present at a general meeting is a reference to a member present in person or by proxy, attorney or Representative or, except in any rule that specifies a quorum or except in any rule prescribed by the Directors, a member who has duly lodged a valid direct vote in relation to the general meeting under the relevant rule of the replaceable rules; and
 - (vi) a person holding or occupying a particular office or position is a reference to any person who occupies or performs the duties of that office or position.
- (b) A chairperson or deputy chairperson appointed under this Constitution may be referred to as chairman or chairwoman, or deputy chairman or chairwoman, or as chair, if applicable.
- (c) Unless the contrary intention appears, in this Constitution:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) words that refer to any gender include all genders;
 - (iii) words used to refer to persons generally or to refer to a natural person include a body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);
 - (iv) a reference to a person includes that person's successors and legal personal representatives;
 - (v) a reference to a statute or regulation, or a provision of any of them includes all statutes, regulations or provisions amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 - (vi) a reference to the Listing Rules or the ASX Settlement Operating Rules includes any variation, consolidation or replacement of those rules and is to be taken to be subject to any applicable waiver or exemption; and
 - (vii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
- (d) Specifying anything in this constitution after the words "including", "includes" or "for example" or similar expressions does not limit what else is included unless there is express wording to the contrary.

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

1.3 Replaceable rules and Corporations Act

- (a) The rules that apply as replaceable rules to companies under the Corporations Act do not apply to the Company except so far as they are repeated in this Constitution.
- (b) Unless the contrary intention appears:
 - (i) an expression in a rule that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision; and
 - (ii) subject to rule 1.3(b)(i), an expression in a rule that is used in the Corporations Act has the same meaning in this Constitution as in the Corporations Act.

1.4 Exercising powers

- (a) The Company may, in any way the Corporations Act permits:
 - (i) exercise any power;
 - (ii) take any action; or
 - (iii) engage in any conduct or procedure,which, under the Corporations Act a proprietary company limited by shares may exercise, take or engage in.
- (b) Where this Constitution:
 - (i) provides that a person “may” do a particular act or thing, the act or thing may be done at the person’s discretion;
 - (ii) confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the same way and subject to the same conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing;
 - (iii) confers a power to do a particular act or thing, the power may be exercised from time to time and may be exercised subject to conditions;
 - (iv) confers a power to do a particular act or thing concerning particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing as to only some of those matters or as to a particular class of those matters, and to make different provision concerning different matters or different classes of matters;
 - (v) confers a power to make appointments to an office or position (except the power to appoint a Director under the replaceable rules), the power is, unless the contrary intention appears, to be taken to include a power:
 - (A) to appoint a person to act in the office or position until a person is appointed to the office or position;
 - (B) to remove or suspend any person appointed (without prejudice to any rights or obligations under any contract between the person and the Company); and
 - (C) to appoint another person temporarily in the place of any person removed or suspended or in the place of any sick or absent holder of the office or position.
 - (vi) gives power to a person to delegate a function or power:
 - (A) the delegation may be concurrent with, or (except in the case of a delegation by the Directors) to the exclusion of, the performance or exercise of that function or power by the person;

- (B) the delegation may be either general or limited in any way provided in the terms of delegation;
- (C) the delegation need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position;
- (D) the delegation may include the power to delegate; and
- (E) where performing or exercising that function or power depends on that person's opinion, belief or state of mind about a matter, that function or power may be performed or exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

1.5 Decision making

To the extent permissible by law, all decisions requiring ordinary resolution will be by simple majority (that is, by more than 50%).

1.6 Conflict with Shareholders' Agreement

- (a) In the event of an inconsistency between any provision of this Constitution and the Shareholders' Agreement, the provision of the Shareholders' Agreement will prevail to the extent of the inconsistency.
- (b) To avoid doubt, an inconsistency will be taken to exist between this Constitution and the Shareholders' Agreement for the purposes of rule 1.4(a) if the action required to be taken or not taken (as the case may be) under the relevant provisions in this Constitution and the Shareholders' Agreement is the same but those provisions specify requirements which both cannot be satisfied by taking, or omitting to take, that action in the same way.
- (c) If this Constitution and the Shareholders' Agreement require an action to be taken, including obtaining an approval or consent, at different standards of performance or other relevant thresholds and both this Constitution and the Shareholders' Agreement can be complied with by satisfying the higher standard of performance or other relevant threshold, those provisions will not be taken to be inconsistent for the purposes of rule 1.4(a) and the company and its members (as applicable) must comply with that higher standard of performance or other relevant threshold (to the extent applicable to them).
- (d) If it is necessary to include a provision in, or otherwise amend, this Constitution to ensure that a provision of the Shareholders' Agreement is effective in accordance with its terms, the Company and its members will procure the amendment to this Constitution.

1.7 Currency

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

2 Shares

2.1 Ordinary Share rights

Subject to this Constitution, the terms of issue of Shares and the Constitution, all ordinary Shares attract the following rights, privileges and conditions:

- (h) the right to receive notice of and to attend and vote at all general meetings of the Company at one vote per Share;
- (i) the right to receive dividends as determined from time to time by the Directors to be payable to the holders of ordinary Shares;

- (j) in a winding up, the right to participate equally in the distribution of the assets of the Company (both capital and surplus), subject only to any amounts unpaid on the Share.

2.2 Preference Share rights

- (a) In addition to the rights referred to in clause 2.1 and subject to the terms of issue of Shares, preference Shares attract the following rights, privileges, restrictions and conditions:
 - (i) the right to a fixed or cumulative preferential Dividend at the rate specified or determined in the terms of issue of the preference Shares in priority to any payment of Dividend to the holders of all other classes of Shares;
 - (ii) on a reduction of capital or a winding up of the Company, the right to the return of capital in priority to all other classes of Shares; and
 - (iii) on a reduction of capital or a winding up of the Company, the right to participate equally with other Shareholders in any surplus assets or profits of the Company.
- (b) The Company may issue preference Shares which are redeemable. Subject to the provisions of the Act and the terms of issue of Shares, those Shares are liable to be redeemed at the option of the Company at any time and at their issued price.

2.3 Issues of Shares and other securities

- (a) Subject to this Constitution and the Corporations Act, the Directors may issue or dispose of Shares or other securities to persons:
 - (i) on terms determined by the Directors;
 - (ii) at the issue price that the Directors determine; and
 - (iii) at the time that the Directors determine.
- (b) Without limiting the Directors' power under clause 2.3(a), the Directors may also:
 - (i) grant options to have Shares or other securities issued; and
 - (ii) issue Shares or other securities with:
 - (A) any preferential, deferred or special rights, privileges or conditions;
 - (B) any restrictions in regard to dividend, voting, return of capital or otherwise; or
 - (iii) issue preference shares or other securities that are liable to be redeemed.
- (c) Notwithstanding clause 2.3(a), the Directors may only issue Shares of a particular class in accordance with the following rules:
 - (i) Each issue must first be offered to holders of Shares (Members) of that class pro-rata according to the number of Shares of that class held by each of them without involving fractions.
 - (ii) If an issue of Shares cannot, because of its number, be offered precisely pro-rata, the Directors must offer as many of them as possible pro-rata and may offer the rest to one or more holder of Shares of that class as the Directors think fit.
 - (iii) Each offer under clause 2.3(c)(i) or clause 2.3(c)(ii) must specify:
 - (A) the number of Shares offered;
 - (B) the time within which the offer may be accepted; and
 - (C) that if the offer is not accepted within that time or is rejected, the Directors may in their discretion dispose of those Shares.
- (d) If the terms of this Constitution have been adopted by the Company in replacement of a previous Constitution, Articles of Association or Memorandum of Association, the adoption of this Constitution will not of itself result in any change to the nominal value of

or any rights, privileges, restrictions or conditions attaching to any Shares issued by the Company before the adoption of this Constitution.

2.4 Buy-backs

Subject to the Corporations Act, the Company may buy back Shares on terms and at times determined by the Directors in their discretion.

2.5 Commission and brokerage

- (a) Subject to the Corporations Act, the Directors may pay brokerage or commission to a person in respect of the taking up of Shares.
- (b) Such brokerage or commission may be satisfied by the payment in cash, by the issue of Shares, by the grant of options over Shares, or by a combination of any of those methods or otherwise.

2.6 Trusts

Except as required by law or as otherwise provided by this Constitution, the Company will not recognise any person as holding a Share on trust and the Company will not recognise any equitable, contingent, future or partial interest or any other right in respect of a Share (even if the Company has notice of the relevant trust, interest or right) except the registered holder's absolute right of ownership.

2.7 Joint holders

- (a) If two or more persons are registered as the holders of a Share, they are taken to hold the Share as joint tenants with the benefit of survivorship and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.
- (b) Any one of the joint holders of a Share may give effectual receipts for any Dividend, distribution or other profit payable to the joint holders.

2.8 Other existing classes of share

Any other class of Share which exists at the date of the adoption of this Constitution will continue to have the same rights and entitlements that existed prior to that date, unless otherwise determined in accordance with this Constitution and the Corporations Act.

2.9 Alteration of Share Capital

Subject to the Corporations Act, the Company may resolve to convert or reclassify Shares from one class to another and the Directors may do anything required to give effect to that resolution.

2.10 Commission and brokerage

Subject to the Corporations Act, any payments by way of brokerage or commission which may be made by the company may be satisfied by the payment of cash, by the allotment of fully or partly paid Shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.

2.11 Variation of class rights

- (a) The rights attached to any Shares in a class of Shares may, unless their terms of issue state otherwise, be varied or cancelled by a special resolution of the Company and:
 - (i) with the written consent of the holders of 75% of the Shares of the class; or
 - (ii) with the sanction of a special resolution and passed at a separate meeting of the holders of Shares of the class.
- (b) The provisions of this Constitution relating to general meetings apply, with necessary changes, to separate class meetings as if they were general meetings except that:

- (i) a quorum is:
 - (A) two persons holding or representing by proxy, attorney or Representative at least one-third of the Shares of the class; or
 - (B) if there is one holder of Shares in a class, that holder or person representing by proxy, attorney or Representative that holder; and
- (ii) any holder of Shares of the class, present in person or by proxy, attorney or Representative may demand a poll.
- (c) The rights conferred on the holders of Shares, which are not ordinary Shares and which have preferential or other special rights will, unless otherwise expressly provided by their respective terms of issue or the Corporations Act, 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.

3 Certificates

3.1 Right to certificate

- (a) Subject to the Corporations Act and the conditions of issue of any Shares or any class of shares:
 - (i) every Member is entitled, free of charge, to one certificate for all Shares registered in its name; and
 - (ii) a Member may request several certificates in reasonable denominations for different portions of its holding.
- (b) Every certificate for Shares must be issued and dispatched in accordance with the Corporations Act.

3.2 Share certificates for joint holders

Subject to the conditions of issue of any Shares or any class of Shares, joint holders are entitled to a single certificate in their joint names in respect of each portion of their holding. The certificate will be sent to the joint holder whose name appears first in the Register.

3.3 Replacement certificates

The company must issue a replacement certificate for Shares in accordance with the Corporations Act if:

- (a) the holder of the Shares is entitled to a certificate for those Shares;
- (b) satisfactory evidence has been received by the Company that the certificate for Shares previously issued has been stolen, lost, damaged or destroyed and has not been pledged, charged, sold or otherwise disposed of; and
- (c) 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.

4 Calls on Shares

4.1 Calls

- (a) Subject to the Corporations Act and the terms of which partly paid Shares are issued, the Directors may:
 - (i) make a call on a holder for any money unpaid on the Shares of that holder which is not made payable at fixed times;

- (ii) require a call to be paid by instalments; and
- (iii) revoke or postpone a call.
- (b) A call is taken to have been made when the Directors' resolution authorising the call is passed or on a later date fixed by the Directors.
- (c) At least 14 business days before the due date for payment of a call, the Company must send to Members on whom the call is made a notice specifying:
 - (i) the amount of the call;
 - (ii) the due date for payment;
 - (iii) the place for payment; and
 - (iv) the consequences of non-payment of the call.
- (d) A Member 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.
- (e) Failure to send a notice of a call to any Member or the non-receipt of a notice by any Member does not invalidate the call.
- (f) Joint holders of Shares are jointly and severally liable to pay all calls in respect of their Shares.

4.2 Interest on unpaid amounts

If an amount called is not paid on or before the due date, the holder of the Shares will pay (subject to the Directors' discretion):

- (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.

4.3 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 as a holder or the holder of Shares 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.

4.4 Payments of calls in advance

- (a) The Directors may accept from a Member the whole or part of the amount unpaid on a Share 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 and at a rate (not exceeding 20% per annum) agreed between the Member and the Directors; and
 - (ii) subject to any contract between the Company and the Member, repay all or any of the amount 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 Member to any Dividend, distribution, other profit, benefit or advantage, other than the payment of interest under this clause, to which the Member would not have been entitled if it had paid the amount when it became due.

4.5 Differentiation between shareholders as to calls

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

5 Lien and Forfeiture of Shares

5.1 Lien

The Company has a first and paramount lien on each partly paid Share for:

- (a) all money due and unpaid to the Company at a fixed time;
 - (b) all money presently payable by the holder or their estate to the Company;
 - (c) all money which the Company is required by law to pay;
 - (d) reasonable interest on the amount due from the date it becomes due until payment; and
 - (e) reasonable expenses of the Company relating to the default on payment,
- in respect of that Share.

5.2 Lien on distributions

The Company's lien extends to all Dividends, distributions and other profit payable in respect of that Share.

5.3 Waiver of lien

Unless the Directors determine otherwise, the registration of a transfer of a Share operates as a waiver of the Company's lien on the Share

5.4 Company's right to recover payments

If any law for the time being of any country, state or place imposes or purports to impose an immediate or contingent liability on the Company to make a payment or authorises a taxing authority of Government official to require the Company to make payment in respect of Shares of Dividends or other moneys accruing or due to the Member, then:

- (a) the Member or, if the Member is deceased, the Member's legal personal representative, indemnifies the Company in respect of any such payment or liability; and
- (b) subject to the Corporations Act, the Company:
 - (i) has a lien on the Shares, dividends and other moneys payable in respect of the Shares, whether the Shares are held by the Member solely or jointly with another person or by the person's legal personal representative, in respect of any payment made or liability incurred by the Company, together with reasonable expenses and interest on any payment made by the Company at a rate to be fixed by the Directors not exceeding 20% per annum from the date of payment by the Company to the date of repayment by the Member;
 - (ii) may set off amounts so paid by the Company against amounts payable by the Company to the Member as Dividends or otherwise; and
 - (iii) may recover as a debt due from the Member or the Member's legal personal representative the amount of all payments made by the Company together with reasonable expenses and interest at the rate and for the period reasonably ascertained.

5.5 Exemption from lien

The Directors may:

- (a) declare a Share to be wholly or partly exempt from a lien; and

- (b) waive or compromise all or part of any payment due to the Company under this clause.

5.6 Sale under lien

- (a) The Directors may sell a Share in any manner determined by them by giving the Member a written notice, at least 14 days before the date of the sale, where:
 - (i) the Company has a lien on a Share for money presently payable;
 - (ii) the Company has given the Member or the Member's executors or administrators (as the case may be) holding the Share written notice demanding payment of the money; and
 - (iii) the Member fails to pay all of the money demanded.
- (b) The Directors may do anything necessary or desirable to protect any lien, charge or other right to which the Company is entitled in accordance with this Constitution and the Corporations Act.

5.7 Forfeiture notice

- (a) The Directors may at any time after a call or instalment becomes payable and remains unpaid by a Member, serve a notice on the Member requiring the Member to pay all or any of the following:
 - (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 under clause 5.7(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 Member does not comply with the notice, the Shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

5.8 Forfeiture procedure

- (a) If a Member does not comply with a notice served under clause 5.7, then any or all of the Shares in respect of which the notice was given may be forfeited under a resolution of the Directors together with unpaid Dividends in respect of forfeited Shares.
- (b) On forfeiture, Shares become the property of the Company and forfeited Shares may be sold, disposed of, or cancelled on terms determined by the Directors.
- (c) The Directors may, at any time before a forfeited Share is sold, disposed of or cancelled, annul the forfeiture of the Share on conditions determined by them.
- (d) Promptly after a Share has been forfeited:
 - (i) notice of the forfeiture must be given to the Member in whose name the Share was registered immediately before its forfeiture; and
 - (ii) the forfeiture and its date must be noted in the Register.
- (e) Omission or neglect to give notice of or to note the forfeiture as specified in clause 5.8(d) will not invalidate a forfeiture.

5.9 Liability of former Member

- (a) The interest of a person who held Shares which are forfeited is extinguished but the former Member remains liable to pay:
 - (i) all money (including interest and expenses) that was payable by the Member to the Company at the date of forfeiture in respect of the forfeited Shares; and
 - (ii) interest from the date of forfeiture until payment at a rate determined by the Directors (not exceeding 20% per annum).

- (b) The liability to the Company of a former Member ceases if and when the Company receives payment in full of all money (including interest and expenses) payable by the former Member in respect of the Shares.

5.10 Surrender of Shares

The Directors may accept a surrender of Shares by way of compromise of a claim and any Shares surrendered may be sold or re-issued in the same manner as a forfeited Share.

5.11 Disposal of Shares

- (a) The Company may:
 - (i) receive the consideration (if any) given for a forfeited Share on any sale or disposition of the Share, or a Share sold under a lien sale; and
 - (ii) execute a transfer of the Share in favour of a person to whom the Share is sold or disposed of.
- (b) The purchaser of the Share:
 - (i) is not bound to check the regularity of the sale or the application of the purchase price;
 - (ii) obtains title to the Share despite any irregularity in the sale; and
 - (iii) will not be subject to complaint or remedy by the former holder of the Share in respect of the purchase.
- (c) A statement signed by a Director and the Secretary that the Share has been regularly forfeited and sold or re-issued, 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 Share.
- (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 Share; and
 - (iii) in payment of any surplus to the former Member whose Share was sold.

6 Shares

6.1 Transfer of Shares

- (a) **Transfer**
 - (i) Subject to this Constitution, a Member may transfer their Shares by a written transfer instrument in the form approved by the Directors.
 - (ii) A written transfer instrument referred to in clause 6.1(a)(i) must be executed by or on behalf of the transferor and the transferee.
 - (iii) A transferor of Shares remains the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the Shares. A transfer of Shares does not pass the right to any unpaid dividends or dividends declared on the Shares until such registration.
 - (iv) A Member may not transfer a Share unless:
 - (A) each requirement prescribed by clause 6.1(b) is first satisfied; or

- (B) the Members other than the Member proposing to transfer the Share unanimously waive or modify those requirements.

(b) **Transfer Procedure**

- (i) Subject to clause 27, the Directors are not required to register a transfer of Shares unless:
 - (A) the transfer is left at the Company's registered office or the office of the Register;
 - (B) the transfer is accompanied by a certificate for the Shares dealt with in the transfer, unless the Directors waive production of the certificate on receiving satisfactory evidence of the loss or destruction of the certificate; and
 - (C) the Directors have been provided with any further information they reasonably require to establish the right of the person transferring the Shares to make the transfer.
- (ii) Except where the issue of a certificate is to replace a lost or destroyed certificate, the Company must register all registrable transfer forms and issue certificates without charge.

(c) **Right to refuse registration**

- (i) The Directors may in their absolute discretion and without assigning any reason decline to:
 - (A) register any transfer of Shares or other securities; or
 - (B) suspend the registration of transfers at any time, and for any period, that they decide.
- (ii) The Directors may in their absolute discretion refuse to register any transfer of Shares or other securities on which stamp duty or other taxes of a similar nature are payable but unpaid.

(d) **Transfer of Shares to a Secured Institution**

- (i) The Directors will neither decline to register a transfer of shares, nor suspend registration of a transfer of Shares if that transfer is:
 - (A) to a Secured Institution; and
 - (B) to perfect the Secured Institution's security over the Shares or an exercise of the Secured Institution's power of sale or other power under its security over the shares.
- (ii) The Directors must register a transfer of Shares pursuant to clause 6.1(d)(i) as soon as practicable.
- (iii) Notwithstanding anything to the contrary in this constitution or an agreement neither a transferor of Shares to a Secured Institution nor a Secured Institution is required to offer Shares the subject of a transfer to any of the other shareholders of the company.

- (iv) The company does not have a lien over Shares which are subject to a security interest held by a Secured Institution.

(e) **Closure of Register**

The transfer book and the Register may be closed for up to 30 days in each year.

6.2 Founder Shareholders' entitlements

(a) **Transfer Notice**

A Member wanting to transfer any of its Shares (**Seller**) must give to each Founder Shareholder a notice (**Transfer Notice**) setting out:

- (i) that the Seller wants to transfer a specified number (which may be all or some only of its total holding) of unencumbered Shares (**Transfer Securities**);
- (ii) the class or classes of Transfer Security/ies;
- (iii) the cash price per Transfer Security (**Specified Price**);
- (iv) the name of the proposed transferee (if known); and
- (v) any other terms of sale of the Transfer Securities,

and attaching a copy of the offer (if any) from the proposed transferee.

(b) **Entitlement of Founder Shareholders to the Transfer Securities**

The Transfer Notice is an offer by the Seller to each Founder Shareholder to sell on the terms set out in the Transfer Notice, conditional on the Seller receiving acceptances from one or more of the Founder Shareholders for the transfer of all of the Transfer Securities. Each Founder Shareholder may buy the number of Transfer Securities calculated in accordance with the proportion of Shares held by each of them in the Company (**Allocation**).

(c) **Response by Founder Shareholders**

Within 10 Business Days after receiving a Transfer Notice (**Acceptance Period**), each Founder Shareholder must give the Seller an unconditional notice (**Acceptance Notice**) (with a copy to the board) stating:

- (i) 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
- (ii) 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 6.2(c)(i)) if the other Founder Shareholders do not accept in full their Allocations.

(d) **Entitlement of Founder Shareholders to Transfer Securities above their Allocations**

If the total number of Transfer Securities offered to be purchased by the Seller exceeds the number of Transfer Securities for which acceptances have not been received under clause 6.2(c)(i), then the Transfer Securities available must be allocated between all accepting Founder Shareholders who have given notice under clause 6.2(c)(ii) in their

respective proportions, until all of the Transfer Securities for which acceptances have not been received under clause 6.2(c)(i) are allocated, or until all offers under clause 6.2(c)(ii) have been satisfied.

(e) **Founder Shareholder's failure to respond**

A Founder Shareholder must give the Seller notice under clause 6.2(c) within the Acceptance Period to participate in that sale of Transfer Securities, otherwise it is taken to have rejected the offer.

(f) **Where Founder Shareholders agree to buy all Transfer Securities**

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

- (i) at the Specified Price; and
- (ii) (unless otherwise agreed between the Founder Shareholders) in the proportions calculated in accordance with clause 6.2(b) adjusted, as applicable, under clause 6.2(c).

(g) **Where Founder Shareholders do not agree to buy all Transfer Securities**

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

- (i) withdrawing all offers contained in the Transfer Notice and advising whether or not it wishes to sell the Transfer Securities to another person under clause 6.2(i); or
- (ii) advising that it wants to proceed with the sale:
 - (A) to accepting Founder Shareholders of that number of Transfer Securities for which acceptances have been received; and
 - (B) to another person of those Transfer Securities for which there are no accepting Founder Shareholders.

(h) **Sale to accepting Founder Shareholders.**

If the Seller gives a notice under clause 6.2(g)(ii), each accepting Founder Shareholder must buy from the Seller and the Seller must sell to the accepting Founder Shareholder the number of Transfer Securities the accepting Founder Shareholder agreed to buy under rule 11.4(a) plus the number of Transfer Securities the accepting Founder Shareholder agreed to, and is entitled to, buy under clause 6.2(d):

- (i) within 5 Business Days after the Founder Shareholders receive the notice; and
- (ii) at the Specified Price.

(i) **Sale to another person**

If the Seller gives a notice under clause 6.2(g)(i) advising that it wishes to sell the Transfer Securities to another person or under clause 6.2(g)(ii)(B), the Seller may sell

those Transfer Securities that are not transferred to accepting Founder Shareholders under clause 6.2(g)(ii)(B) (**Remaining Securities**) to another person:

- (i) at any time within 90 Business Days after giving the Transfer Notice;
- (ii) at a price per Transfer Security not less than the Specified Price; and
- (iii) on terms no more favourable to the buyer than those offered to the Founder Shareholders.

6.3 Transmission of Shares

(a) Title on death

- (i) The legal personal representative of a deceased Member who was the sole holder of Shares is the only person whom the Company will recognise as having any title to the deceased Member's Shares.
- (ii) If a deceased Member was a joint holder of Shares, the other joint holder is the only person whom the Company will recognise as having any title to the deceased Member's Shares.
- (iii) The estate of the deceased Member will not be released from any liability to the Company in respect of the Shares.
- (iv) The Company may register a transfer to a transferee who dies before the transfer is registered.

(b) Transmission of Shares

- (i) Subject to the *Bankruptcy Act 1966* (Cth), a person who becomes entitled to a Share in consequence of the death, lunacy or bankruptcy of a Member may, subject to producing to the Directors evidence of its entitlement which is satisfactory to the Directors, elect to:
 - (A) be registered as the holder of the Share; or
 - (B) transfer the Share to some other person nominated by it.
- (ii) If the person who has become entitled to a Share:
 - (A) elects to be registered as the holder, then the person must deliver or send to the Company a written notice of election signed by it; or
 - (B) elects to transfer the Share, then the person must execute a transfer of the Share.
- (iii) An election to be registered as a holder of a Share under clause 6.3(b)(i)(A) or a transfer of a Share from a Member or deceased Member under this clause is subject to the same limitations, restrictions and provisions of this Constitution as would apply if the election were a transfer or the transfer were made by the Member or deceased Member itself.
- (iv) A person who:
 - (A) has become entitled to a Share by operation of law; and

- (B) has produced evidence of its entitlement which is satisfactory to the Directors,

is entitled to the Dividends and other rights of the registered holder of the Share.

- (v) Where two or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they will be considered to be joint holders of the Share.
- (vi) Any person who is registered under this clause must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.

6.4 Compliance with law

This clause 6 only applies if and for so long as the company is not governed by Chapter 6 of the Corporations Act.

7 Drag Along and Tag Along

7.1 Drag Along rights

- (a) If, at any time:
- (i) all of the Founder Shareholders; or
 - (ii) a Shareholder holding more than 50% of the Share Capital, or a Shareholder Group together holding more than 50% of the Share Capital,
- (in either case, **Dragging Shareholder**):
- (A) receives a written offer, on arm's length for not less than the Market Value, from a bona fide third party to purchase all of the Shares (**Third Party Offer**); or
 - (B) decides to sell its respective Shares to a particular third party (**Sale Offer**),
- the Dragging Shareholder must, within three Business Days of its receipt, provide a copy of the Third Party Offer or Sale Offer, as the case may be, to the Company which must provide details of that offer to the other Shareholders (**Remaining Shareholders**).
- (b) Where the Dragging Shareholder elects to accept the Third Party Offer or proceed with the Sale Offer then the Dragging Shareholder is entitled to issue to the Remaining Shareholders a notice (**Drag Along Notice**) requiring each Remaining Shareholder to sell to the third party specified in the Drag Along Notice all of the Remaining Shareholders' Shares upon the terms and conditions specified in the Drag Along Notice, which shall be no less favourable than the terms on which the Dragging Shareholder is selling its respective Shares.
- (c) The Drag Along Notice must specify:
- (i) the details of the Third Party Offer or Sale Offer;
 - (ii) the third party;
 - (iii) the price payable for each Share; and
 - (iv) all other material terms upon which the Dragging Shareholder's and the Remaining Shareholders' Shares will be purchased.
- (d) Subject to this clause 7, upon payment in full of the cash consideration payable for all Shares on the terms specified in the Drag Along Notice, the Remaining Shareholders

and the Dragging Shareholder must, unless otherwise agreed by the parties, deliver to the relevant third party under the Third Party Offer or Sale Offer:

- (i) duly executed transfers and share certificates in respect of the Shares held by that Shareholder, together with such signed discharges and/or releases as are necessary for those Shares to be transferred free of any encumbrances, and will procure the Company to register the transfers of such Shares;
- (ii) unless notified otherwise by the purchaser, if that Shareholder is a Director, a duly executed resignation as director; and
- (iii) such other documents as are required to give effect to the transfer of Shares pursuant to the Third Party Offer or Sale Offer,

provided that the Remaining Shareholders are not obliged to sell their Shares if the Dragging Shareholder does not complete the sale of all its Shares to the third party on the same terms set out in the Drag Along Notice.

- (e) If, at any time, a Remaining Shareholder (**Defaulting Dragged Shareholder**) fails to comply with this clause 7, each Director is hereby irrevocably appointed as the joint and several attorneys of the Defaulting Dragged Shareholder to do all such acts, matters and things and to execute transfers and other documents on behalf of the Defaulting Dragged Shareholder to effect compliance by the Defaulting Dragged Shareholder with its obligations under this clause 7, and the Defaulting Dragged Shareholder hereby ratifies and confirms all such actions carried out on its behalf by the attorney or attorneys.
- (f) This clause 7 only applies if and for so long as the company is not governed by Chapter 6 of the Corporations Act.

7.2 Call Option

The Shareholders agree that if:

- (a) a Dragging Shareholder receives a bona fide arms' length offer from a third party (**Third Party**) to purchase some or all of its Shares; and
- (b) a condition of such offer is that each of the Remaining Shareholders grant to the Third Party a call option allowing the Third Party to acquire the Shares of the Remaining Shareholders concurrently with, or later than, the acquisition with the Dragging Shareholder; and
- (c) the Dragging Shareholder accepts such offer,

then clause 4 will apply with the necessary amendments such that Dragging Shareholder must issue a notice notifying each of the Remaining Shareholders, and each Remaining Shareholder grants such call option over their respective Shares to the Third Party, provided that a term of the call option granted is that the Shares are acquired for at least the same as the price paid to the Dragging Shareholder if within a reasonable time of the acquisition of the Dragging Shareholder's Shares, and if more than six months after the acquisition of the Dragging Shareholder's Shares, for at least Market Value at the time of exercise of the call option.

7.3 Tag Along rights

- (a) If:
 - (i) all of the Founder Shareholders; or
 - (ii) a Shareholder holding more than 50% of the Share Capital, or a Shareholder Group together holding more than 50% of the Share Capital,

(hereinafter in this clause referred to as the **Seller**) decide to sell their respective Shares to a particular third party (being the same party between them) under clause 4 and has not issued a Drag Along Notice under clause 7.1:

- (A) any Remaining Shareholder may within 10 Business Days of the receipt of the notice issued under clause 7.1(b), give notice (**Tag Along Notice**) to the Seller of its wish to sell all of its Shares at the Specified Price on the terms contained in the Third Party Offer or Sale Offer; and
 - (B) the Tag Along Notice must offer to transfer 100% of the Shares of the Shareholder issuing the Tag Along Notice.
- (b) If a Shareholder gives a Tag Along Notice to the Seller under clause 7.3(a), the Seller must procure that, contemporaneously with the sale of the Shares, all Shares specified in the Tag Along Notices (**Tag Along Shares**) are sold at the Specified Price per Share and on the same terms and conditions as the Shares are sold. A party which gives a Tag Along Notice shall be referred to as a "Tag Along Shareholder".
 - (c) If the Seller is unable to procure the sale of all of the Tag Along Shares under clause 7.3(b), the Seller shall not be entitled to sell any of its Shares.
 - (d) This clause 7.3 does not apply to transfer of Shares from Shareholder to a Related Entity of the Shareholder.

8 General meetings

8.1 Calling general meetings

- (a) Any Director may, at any time, call a general meeting.
- (b) A Member may only request the Directors to call and arrange to hold a general meeting in accordance with section 249D of the Corporations Act.
- (c) A Member may not call or arrange to hold a general meeting except under section 249E or 249F of the Corporations Act.

8.2 Notice of general meetings

- (a) Subject to the provisions of this Constitution and the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.
- (b) A notice calling a general meeting:
 - (i) must specify the place, date and time of the meeting and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this;
 - (ii) must state the general nature of the business to be transacted at the meeting;
 - (iii) must specify a place and facsimile number and may specify an electronic address or other electronic means for the purposes of proxy appointment or proxy appointment authorities;
 - (iv) if a special resolution is to be proposed at the meeting, must specify an intention to propose the special resolution and state the resolution; and
 - (v) must comply with the Corporations Act.
- (c) A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
 - (i) the consideration of the annual financial report, Directors' report and Auditor's report;
 - (ii) the election of directors; or
 - (iii) the appointment and fixing of the remuneration of the Auditor.

- (d) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 8.1(b)). The Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.
- (e) The failure or accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

9 Proceedings of general meetings

9.1 Member

In clauses 9.2, 9.3, 9.5 and 9.7, **Member(s)** includes a Member present in person or by proxy, attorney or Representative.

9.2 Quorum

- (a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- (b) A quorum is two or more Members present at the meeting, who hold at least one-third of the votes that may be cast on a resolution at a general meeting, and entitled to vote on a resolution at the meeting.
- (c) If a quorum is not present within 30 minutes after the scheduled time for the general meeting:
 - (i) where the meeting was called at the request of Members, the meeting must be dissolved; or
 - (ii) in any other case:
 - (A) it will stand adjourned to the same time and place seven days after the general meeting, or to another day, time and place determined by the Directors; and
 - (B) if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, it is automatically dissolved.

9.3 Chairperson

- (a) The chairperson, or, in the absence of a chairperson, the deputy chairperson of Directors' meetings will be the chairperson at every general meeting of Members.
- (b) If at any general meeting:
 - (i) there is no chairperson or deputy chairperson;
 - (ii) the chairperson or deputy chairperson is not present within 15 minutes after the specified time for holding the meeting; or
 - (iii) the chairperson and deputy chairperson are unwilling to act as chairperson of the meeting,the Directors present may elect a chairperson of the general meeting of Members.
- (c) If there is a dispute at a general meeting about a question of procedure, the chairperson may determine the question.

9.4 Adjournment

- (a) The chairperson of a general meeting at which a quorum is present:
 - (i) in his or her discretion may adjourn the meeting with the meeting's consent; and

- (ii) must adjourn the meeting if the meeting directs him or her to do so.
- (b) An adjourned general meeting may take place at a different venue to the initial general meeting.
- (c) The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.
- (d) If a general meeting has been adjourned for more than 21 days, at least three days written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.

9.5 Decisions and Special Resolutions

- (a) Subject to the Corporations Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- (b) A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act by:
 - (i) the chairperson or deputy chairperson;
 - (ii) at least three Members entitled to vote on the resolution; or
 - (iii) Members with at least 5% of the votes that may be cast on the resolution on a poll.
- (c) The chairperson has a second or casting vote in addition to the chairperson's votes as a Member, proxy, attorney or Representative.
- (d) Unless a poll is demanded:
 - (i) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
 - (ii) an entry to that effect in the minutes of the meeting,are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- (e) The demand for a poll may be withdrawn.
- (f) A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.

9.6 Taking a poll

- (a) A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) A poll will be taken when and in the manner that the chairperson directs.
- (c) The result of the poll will be the resolution of the meeting at which the poll was demanded.
- (d) The chairperson may determine any dispute about the admission or rejection of a vote.
- (e) The chairperson's determination, if made in good faith, will be final and conclusive.
- (f) A poll demanded on the election of the chairperson or the adjournment of a general meeting must be taken immediately.
- (g) After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

9.7 Members' voting rights

- (a) Subject to this Constitution and to any rights or restrictions attaching to any class of Shares:
 - (i) every Member may vote;
 - (ii) subject to clause 9.7(b), on a show of hands every Member has one vote; and
 - (iii) on a poll every Member has one vote for each fully paid Share.
- (b) A Member is not entitled to vote or to be counted in a quorum unless all calls and other sums payable by the Member in respect of Shares have been paid.
- (c) If a Member 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 Member's personal representative, trustee or other person with the management of the Member's estate or property may exercise any rights of the Member in relation to a meeting of Members as if the personal representative, trustee or other person was a Member.
- (d) If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.
- (e) An objection to the qualification of a voter may only be raised at the meeting or adjourned general meeting at which the voter tendered its vote.
- (f) An objection must be referred to the chairperson of the meeting, whose decision made in good faith is final.
- (g) A vote which the chairperson does not disallow under an objection is valid for all purposes.
- (h) A person who has satisfied the Directors not less than 24 hours before a general meeting that it is entitled to a Share by operation of law may exercise all rights attached to the Share in relation to a general meeting, as if the person were the registered holder of the Share.

10 Proxies, attorneys and representatives

10.1 Proxies

- (a) A Member who is entitled to vote at a general meeting of the Company and is:
 - (i) a natural person may appoint not more than two proxies to attend and vote at the meeting on that Member's behalf by a written appointment signed by the appointor or the appointor's attorney; and
 - (ii) a corporation may appoint not more than two proxies to attend and vote at the meeting on the Members' behalf by a written appointment under the appointor's common seal or signed by a director, secretary or attorney of the appointor.
- (b) A proxy need not be a Member.
- (c) If a Member appoints:
 - (i) one proxy, that proxy may, subject to the Corporations Act, vote on a show of hands; or
 - (ii) two proxies and the appointment does not specify the proportion or number of the Member's votes, each proxy may exercise half the votes. However, neither proxy may vote on a show of hands.
- (d) A proxy may demand or join in demanding a poll.

10.2 Appointment instruments

- (a) An instrument appointing a proxy is valid if it is signed and authenticated in accordance with the Corporations Act and contains the information required by subsection 250A(1) of

the Corporations Act. The Directors may determine that an appointment of a proxy is valid even if it only contains some of the information required by section 250A(1) of the Corporations Act. The following form will be taken to be approved by the Directors as a valid appointment instrument unless they resolve to use a different appointment instrument:

Proxy Form
Stylefit Group Pty Ltd, ACN 648 060 360

*I/We of
..... being a member(s) of the
abovenamed Company, hereby appoint
..... of
..... or failing him, hereby
appoint of
....., as my/our proxy to vote for
me/us on my/our behalf at the general meeting of the said Company, to be held on the
day of, and at any adjournment thereof.*

Dated

Signature

*This form is to be used *in favour of / *against the resolution.*

**Strike out whichever is not desired. (Unless otherwise instructed, the proxy must vote as he is directed.)*

- (b) A proxy's appointment is valid at an adjourned general meeting.
- (c) A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.
- (d) A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.
- (e) Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:
 - (i) to vote on:
 - (A) any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion; and
 - (B) any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the general meeting,
even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and
 - (ii) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.

10.3 Proxy in blank

If a proxy appointment is signed or authenticated by the Member but does not name the proxy or proxies in whose favour it is given, the chairperson may either act as proxy or complete the proxy appointment by inserting the name or names of one or more Directors or the Secretary.

10.4 Lodgment of Proxy

- (a) The instrument appointing a proxy or attorney (if any) or other authority must be received:
 - (i) by the Company, at least 48 hours (unless reduced in the notice of meeting to which the appointment relates) before the general meeting (or the resumption of an adjourned meeting) at which the person named in the instrument proposes to attend and vote, and in the following form:
 - (ii) at:
 - (A) the Company's registered office;
 - (B) a facsimile number at the Company's registered office;
 - (C) a place, facsimile number or electronic address specified for that purpose in the notice of general meeting; or
 - (iii) if the notice of general meeting specifies other electronic means by which a Member may give an appointment, received by the Company in accordance with the Corporations Act.
- (b) If the appointment purports to be executed under a power of attorney or other authority, the original document or a certified copy of it must be received by the Company at least 48 hours (unless reduced in the notice of meeting to which the appointment relates) before the general meeting (or the resumption of an adjourned general meeting).

10.5 Validity of proxy vote

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

- (a) died;
 - (b) became mentally incapacitated;
 - (c) revoked the proxy or power; or
 - (d) transferred the Shares in respect of which the vote was cast,
- unless any written notification of the death, unsoundness of mind, revocation or transfer was received by the Company before the relevant general meeting or adjourned general meeting.

10.6 Representatives of corporations

- (a) Any Member, or Member's proxy appointed under section 249X(1) of the Corporations Act, that is a corporation may appoint an individual as its representative as provided by the Corporations Act. If a Member corporation does so:
 - (i) its representative may exercise at the relevant general meeting all the powers which the Member corporation could exercise if it were a natural person; and
 - (ii) when its representative is present at a meeting, the Member corporation is considered to be personally present at the meeting.
- (b) The chairperson of a general meeting may permit a person claiming to be a Representative to exercise his or her powers even if he or she has not produced a certificate evidencing his or her appointment or may allow the Representative to vote on the condition that he or she subsequently establishes to the satisfaction of the

chairperson of the general meeting his or her status as a Representative within a period prescribed by the chairperson of the general meeting.

- (c) The appointment of a Representative may set out restrictions on the Representative's powers.

10.7 Written resolutions

- (a) Subject to the Corporations Act, the Company may pass a resolution without a general meeting being held if all the Members 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 and that resolution is passed when the last Member signs.
- (b) For the purposes of clause 10.7(a), separate copies of a document may be used for signing by Members if the wording is identical in each copy.
- (c) If the Company has one Member, the Company may pass a resolution by the Member recording it and signing the record.
- (d) Any document referred to in this clause may be in the form of a facsimile transmission.
- (e) Any written resolution passed in accordance with this clause satisfies any requirement in the Constitution or in the Corporations Act (to the extent permitted by the Corporations Act) that the resolution be passed at a general meeting.

11 Directors

11.1 Number of Directors

- (a) Each Director must be a natural person.
- (b) The minimum number of Directors is one, unless the Company conducts CSF and is governed by Part 6D.3A of the Corporations Act, in which case the minimum number of Directors is two.

11.2 Appointment and removal of Directors

- (a) The initial Directors of the Company are the persons who have consented to act as directors and are set out in the Company's application for registration as a company. Those persons hold office subject to this Constitution.
- (b) Subject to the Corporations Act, the Company may by resolution passed at a general meeting:
 - (i) appoint and remove Directors;
 - (ii) increase or reduce the number of Directors in the office; and
 - (iii) determine in what rotation the increased or reduced number is to go out of office.

11.3 Power to appoint and remove Directors by Founder Shareholders

A Founder Shareholder holding 5% or more of the Share Capital may appoint and remove a Director by giving notice in writing to:

- (a) the Company; and
- (b) all other Shareholders.

11.4 Ordinary residence of Directors

For such time as the Company conducts CSF and subject to any further period required by the Corporations Act, the majority of all Directors appointed (disregarding Alternate Directors) must ordinarily reside in Australia.

11.5 Period of office

A Director continues to hold office until he or she dies or until his or her office is vacated in accordance with rule 11.6.

11.6 Vacation of office

The office of a Director immediately becomes vacant if the Director:

- (a) becomes a person of unsound mind or a person who is a patient under laws about mental health or whose estate is administered under laws about mental health;
- (b) relocates their primary residence to outside Australia after ordinarily residing within Australia, causing a potential breach of clause 11.4;
- (c) resigns office by written notice to the Company;
- (d) is removed by a resolution of the Company; or
- (e) is prohibited from holding office or continuing as a Director by reason of the operation of the Corporations Act.

11.7 Remuneration

- (a) The Directors (other than the managing Director or an executive Director) may be paid as remuneration for their services the aggregate maximum sum from time to time resolved by the Company and such remuneration is deemed to accrue from day to day.
- (b) The remuneration will be divided between the non-executive Directors in such proportion and manner as the Directors agree and, in default of agreement, equally.
- (c) The remuneration of a managing Director or of an executive Director may from time to time be fixed by the Directors.
- (d) If a Director is required to perform services for the Company which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, then the Company may pay the Director a fixed sum determined by the Directors and such payment may be either in addition to or in substitution for the Director's remuneration under clause 11.7(a).
- (e) Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings or otherwise in connection with the Company's business.
- (f) Subject to the Corporations Act, the Company may:
 - (i) pay a premium in respect of a contract insuring a person who is or has been a Director against a liability incurred by the person or a Director; or
 - (ii) give a person a benefit in connection with a Director's retirement from a board or managerial office in the Company.

11.8 Qualification

A Director is not required to hold any Shares in the company to qualify for appointment.

11.9 Directors' interests

- (a) A Director and any firm, body or entity in which a Director has a direct or indirect interest may:
 - (i) hold any office or place of profit or employment in the Company or a Related Body Corporate of the Company, except as an auditor;
 - (ii) hold any office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has interest;
 - (iii) being a member, creditor or otherwise being interested in any body corporate (including the Company), partnership or entity, except as auditor of the Company;

- (iv) receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director of the Company;
- (v) enter into any agreement or arrangement with the Company or a Related Body Corporate of the company; or
- (vi) act in a professional capacity (other than auditor) for the Company.
- (b) Each Director must comply with the Corporations Act on its obligations to give notice of any material personal interest in a matter that relates to the affairs of the Company.
- (c) The existence of this clause 11.9 and the fact that a Director holds office as a Director, and has fiduciary obligations arising out of that office:
 - (i) will not void or render voidable a contract made by a Director with the Company;
 - (ii) will not void or render voidable a contract or arrangement entered into by or on behalf of the Company and in which the Director may have any interest; and
 - (iii) will not require the Director to account to the Company for any profit realised by or under any contract or arrangement entered into by or on behalf of the Company and in which the Director may have any interest.
- (d) The Directors may make regulations requiring the disclosure of interests that a Director, and any person taken by the Directors to be related to or associated with the Director, may have in any matter concerning the company or a Related Body Corporate. Any regulations made under this constitution bind all Directors.
- (e) If a Director has an interest in a matter, then subject to clause 11.9(c), the Corporations Act and the Constitution:
 - (i) that Director:
 - (A) must disclose the nature and extent of the Director's interest at the board meeting that considers the matter that relates to the interest;
 - (B) may be counted in a quorum at the board meeting that considers the matter that relates to the interest provided that Director is entitled to vote on at least one of the resolutions to be proposed at the meeting;
 - (C) may participate in and vote on matters that relate to the interest; and
 - (D) may retain the benefits under the transaction that relates to the interest even though the Director has the interest;
 - (ii) the Company:
 - (A) can proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company; and
 - (B) cannot avoid any transaction that relates to the interest merely because of the existence of the interest.

11.10 Alternate Directors

- (a) A Director may, with the approval of a majority of the other Directors, appoint any person as his or her alternate for a period determined by that Director (**Alternate Director**).
- (b) An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.
- (c) An Alternate Director is an officer of the Company and is not an agent of the appointor.
- (d) The provisions of this Constitution which apply to Directors also apply to Alternate Directors, except that Alternate Directors are not entitled to any remuneration from the Company.

- (e) The appointment of an Alternate Director may be revoked at any time by the appointor.
- (f) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.
- (g) Any appointment or revocation under this clause must be effected by written notice delivered to the Secretary.

11.11 Remaining Directors

- (a) The Directors may act even if there are vacancies on the board.
- (b) If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
 - (i) appoint a Director; or
 - (ii) convene a general meeting.

11.12 Chairperson

- (a) The Directors may elect a Director as chairperson of Directors' meetings and may determine the period for which the chairperson will hold office.
- (b) If no chairperson is elected or if the chairperson is not present at any Directors' meeting within 10 minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- (c) The Directors may elect a Director as deputy chair
- (d) person to act as chairperson in the chairperson's absence.

11.13 Directors' committee

- (a) The Directors may delegate any of their powers to:
 - (i) a committee of Directors;
 - (ii) a Director;
 - (iii) an employee of the Company; or
 - (iv) any other person.
- (b) A committee or person to which any powers have been delegated must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- (c) A committee or person to which any powers have been delegated may be authorised to sub-delegate all or any of the powers for the time being vested in it.
- (d) The Directors may at any time revoke any delegation of power.
- (e) Meetings of any committee will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

12 Powers and duties of Directors

12.1 General powers

The Directors are responsible for managing the business of the Company and may exercise all powers and do all things that are within the company's power and are not expressly required by the Corporations Act or this constitution to be exercised by the company in a general meeting.

12.2 Acting in the interest of appointing Shareholder

A Director who has been appointed by a Shareholder 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 rule does not operate to relieve a Director from any duty, liability or obligation owed by that Director to the company.

12.3 Wholly-owned subsidiary

- (a) If the Company is a wholly-owned subsidiary each Director is authorised to act in the best interests of the holding company, including its ultimate holding company.
- (b) A Director is taken to act in good faith in the best interests of the Company if:
 - (i) that Director acts in good faith in the best interests of the holding company; and
 - (ii) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.
- (c) This clause 12.3 does not in any way operate, nor may be construed, so as to restrict or limit a Director from acting in a manner which, irrespective of clause 12.3, is in accordance with the Corporations Act and the general law (including the law relating to Directors' fiduciary duty).

12.4 Power to borrow and give security

- (a) Without limiting the generality of clause 12.1, the Directors may at their discretion exercise all the powers of the Company to:
 - (i) borrow or raise money;
 - (ii) charge any property or business of the Company or all or any of its uncalled capital;
 - (iii) issue debentures or give any security for a debt, liability or obligation of the Company or of any other person; and
 - (iv) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.

12.5 Powers of appointment

The Directors may from time to time:

- (a) appoint or employ any person as an officer, agent or attorney of the company for the purposes, with the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the Directors), for any period and on any other conditions they decide;
- (b) authorise an officer, agent or attorney to delegate any of the powers, discretions and duties vested in the officer, agent or attorney; and
- (c) remove or dismiss any officer, agent or attorney of the company at any time, with or without cause.

13 Proceedings of Directors' meetings

13.1 Directors' meetings

- (a) The Directors may at any time, and the Secretary must on the request of a Director, call a Directors' meeting to attend to business and adjourn and otherwise regulate their meetings as they think fit.
- (b) Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion. In regards to this clause 13.1(b):

- (i) a Director who participates in a meeting held is taken to be present and entitled to vote at the meeting;
 - (ii) a Director can only withdraw his or her consent to the means of communication between Directors proposed for a Directors' meeting if the Director does so at least 48 hours before the meeting; and
 - (iii) this clause 13.1(b) applies to meetings of Directors' committees as if all committee members were Directors.
- (c) The Directors:
- (i) need not all be physically present in the same place for a Directors' meeting to be held; and
 - (ii) may meet together, adjourn and regulate their meetings as they think fit.
- (d) At a meeting of Directors, a quorum is two Directors unless the Company has only one Director, when the quorum is that Director.
- (e) Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the chairperson or the Managing Director may call a general meeting of Members to deal with the matter.
- (f) Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

13.2 Decisions

- (a) Subject to the Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting and, subject to clause 11.9, each Director has one vote.
- (b) If there is an equality of votes, the chairperson of a meeting has a second or casting vote in addition to the chairperson's vote as a Director.
- (c) An Alternate Director has one vote for each Director for whom he or she is an alternate. If the Alternate Director is a Director, he or she also has a vote as a Director.

13.3 Written resolutions

- (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. The resolution is passed when the last Director entitled to vote on the resolution signs.
- (b) For the purposes of clause 13.3(a), 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) If the Company has one Director, the Director may pass a resolution or make a declaration by recording it and signing the record.
- (d) Any document referred to in this clause 13.3 may be in the form of a facsimile transmission or electronic notification.
- (e) This clause 13.3 applies to meetings of Directors' committees as if all members of the committee were Directors.

13.4 Validity of acts of Directors

If it is discovered that:

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

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

13.5 Minutes and Registers

- (a) The Directors must cause minutes to be made of:
 - (i) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;
 - (ii) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (iii) all resolutions passed by Directors in accordance with clause 13.3;
 - (iv) all orders made by the Directors and Directors' committees; and
 - (v) all disclosures of interests made under clause 11.9.
- (b) Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body.

14 Managing Director or Executive Director

- (a) The Directors may appoint a Director to the office of Managing Director or any other office (other than auditor) or employment under the Company for any period (but not for life) and on any terms as they think fit.
- (b) Subject to the terms of any contract between the Managing Director or Executive Director and the Company, a Managing Director or Executive Director may be suspended, removed or dismissed from office by the Directors and the Directors may appoint another Director in that place.
- (c) If a Managing Director or Executive Director:
 - (i) ceases to be a Director, his or her appointment as Managing Director or Executive Director terminates automatically; or
 - (ii) is suspended from office, he or she will not be entitled to attend or vote at any meeting of Directors.
- (d) A Managing Director is:
 - (i) not subject to the retirement provisions applicable to other Directors; and
 - (ii) subject to the same provisions as to resignation and removal as the other Directors.
- (e) The Directors may entrust to and confer upon a Managing Director or Executive Director any powers exercisable by the Directors, whether collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors and may at any time withdraw, alter or vary all or any of the powers conferred on a Managing Director or Executive Director and the Managing Director and Executive Director are authorised to sub-delegate all or any of the powers vested in them.

15 Local Management

15.1 Local management

- (a) The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.
- (b) Without limiting clause 15.1(a), the Directors may:

- (i) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
- (ii) delegate to any person appointed under clause 75.2(a) any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution,

on any terms and subject to any conditions determined by the Directors.

- (c) The Directors may at any time revoke or vary any delegation under this clause 15.1.

15.2 Appointment of attorneys and agents

- (a) The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the agent or attorney of the Company:
 - (i) for the purposes;
 - (ii) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);
 - (iii) for the period; and
 - (iv) subject to the conditions,determined by the Directors.
- (b) The Directors may appoint attorneys or agents by facsimile transmission, telegraph or cable to act for and on behalf of the Company.

15.3 Secretary

- (a) If required by the Corporations Act, there must be at least one Secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- (b) The Directors may vest in the Secretary such powers, duties and authorities as they may determine and the Secretary must exercise all such powers and authorities subject at all times to the control of the Directors and within the limitations (if any) placed by the Corporations Act.
- (c) The Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.
- (d) The Directors may, subject to the terms of the Secretary's employment contract, suspend, remove or dismiss the Secretary.

15.4 Indemnity and insurance

- (a) To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company or a subsidiary of the Company against:
 - (i) any liability (other than a liability for legal costs); or
 - (ii) reasonable legal costs incurred in defending an action for a liability,incurred by that person in their capacity as an officer of the Company or subsidiary.
- (b) Every Auditor and other officer or employee of the Company may by resolution of the Directors be indemnified by the Company against a liability to another person (other than the Company or a Related Body Corporate) arising out of any contract entered into or act or thing done by the first person as Auditor or other officer (other than as a Director) or employee (as the case may be) or in any way in discharge of his or her duty unless the liability arises out of conduct involving a lack of good faith.

- (c) Every Director, Auditor and other officer or employee of the Company may by resolution of the Directors be indemnified out of the assets of the Company against a liability for costs and expenses incurred by that person:
 - (i) in defending any proceedings (whether civil or criminal) in which judgment is given in favour of that person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the Court grants relief to that person under the Corporations Act.
- (d) The Company or Related Body Corporate may by resolution of the Directors pay, or agree to pay, either directly or indirectly through one or more interposed entities, a premium in respect of a contract insuring a person who is or has been a Director, Auditor or other officer or employee of the Company against:
 - (i) any liability other than a liability incurred by the person as such a Director, Auditor or other officer or employee and arising out of conduct involving:
 - (A) a willful breach of duty in relation to the Company; or
 - (B) without limiting clause 15.4(d)(i)(A), a contravention of section 182 or section 183 of the Corporations Act; or
 - (ii) a liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal and whatever their outcome.
- (e) For the purposes of this clause, officer means:
 - (i) a Director; or
 - (ii) a Secretary.

16 Non-Competition

- (a) While a Member holds Shares and for 12 months after a Member ceases to hold Shares, the Member must not within New South Wales:
 - (i) on their own account; or
 - (ii) jointly with or on behalf of any other person or corporation as an officer, employee, independent contractor, partner, joint venturer or agent,
- nor must
- (iii) any agent, independent contractor or employee while employed or engaged by any of them or by a firm or corporation in which any of them has a substantial interest whether that interest is legally enforceable or not; or
 - (iv) any firm or corporation in which any of them may be interested as an employer, director, shareholder, unitholder, beneficial owner or controller (whether that control can be legally enforced or not) of shares, or advisor,

carry on or be engaged in any business competitive with the Business; or solicit any person who is an employee of the Company in the Business at the time the Member ceases to hold Shares to leave the Company; or solicit or accept any approach from any person who was at any time during the Member being a Shareholder a client, partner, reseller or customer of the Company in the Business.

17 Dividends and reserves

17.1 Payment of dividends

The Directors may:

- (a) declare, determine or pay any interim or final dividend that, in their judgment, the financial position of the Company justifies;
- (b) subject to the Corporations Act, rescind, amend or revoke a decision to pay a dividend if they decide, before the date fixed for payment; and
- (c) determine and pay the dividends that are payable by the Company and fix the amount and time for and method of payment.

17.2 Interest

The Company must not pay interest on a dividend.

17.3 Reserves and profits carried forward

The Directors may:

- (a) set aside out of the Company's profits an amount by way of reserves as they think appropriate to pay a dividend;
- (b) apply the reserves for any purpose for which the Company's profits may be properly applied;
- (c) pending any such application, invest or use the reserves in the business of the Company or in other investments as they think fit;
- (d) carry forward any undistributed profits (which they consider should not be distributed as dividends or capitalised) without transferring those profits to a reserve.

17.4 Entitlement of dividends

- (a) Subject to the rights of persons (if any) entitled to Shares with special rights as to dividend, any dividend must be paid according to the amounts paid or credited as paid on the Shares in respect of which the dividend is paid.
- (b) All dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid, but 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.
- (c) 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 17.4(a) and 17.4(b).
- (d) A transfer of Shares does not pass the right to any dividend declared or determined to be payable in respect of those Shares before the registration of a transfer.

17.5 Deduction from dividends

The Directors may deduct from a dividend payable to a Member all sums presently payable by the Member to the Company on account of calls or otherwise in relation to Shares in the Company.

17.6 Distribution of assets

- (a) The Directors may resolve that a dividend (interim or final) will be paid wholly or partly by the transfer or distribution of specific assets, including fully paid shares in, or debentures of, any other corporation.
- (b) If a difficulty arises in making a transfer or distribution of specific assets, the Directors may:
 - (i) deal with the difficulty as they consider expedient;
 - (ii) fix the value of all or any part of the specific assets for the purposes of the distribution;
 - (iii) determine that cash will be paid to any Members on the basis of the fixed value in order to adjust the rights of all the Members; and
 - (iv) vest any such specific assets in trustees as the Directors consider expedient.

- (c) All dividends declared but unclaimed may be invested by the Directors as they think fit for the benefit of the Company until claimed or until required to be dealt with in accordance with any law relating to unclaimed moneys.
- (d) If a transfer or distribution of specific assets to a particular Member or Members is illegal or, in the Directors' opinion, impracticable, the Directors may make a cash payment to the Member or Members on the basis of the cash amount of the dividend instead of the transfer or distribution of specific assets.

17.7 Payment

- (a) Any dividend or other money payable in respect of Shares may be paid by cheque sent through the mail, electronic funds transfer (EFT) to an account with a bank or other financial institution nominated by the Member and acceptable to the Company or any other means determined by the Directors.
- (b) Any joint holder may give an effectual receipt for any dividend or other money paid in respect of Shares held by holders jointly.

17.8 Capitalisation of profits

- (a) The Directors may resolve:
 - (i) to capitalise any part of any amount standing to the credit of:
 - (A) the Company's reserve account;
 - (B) the Company's profits and loss account; or
 - (C) otherwise available for distribution; and
 - (ii) that such money be applied for the benefit of the Members, or persons who have applied for Shares, in the proportions determined by the Directors, in the following ways:
 - (A) in paying up any amounts unpaid on Shares held or to be held by Members respectively;
 - (B) in paying up in full Shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportions aforesaid; or
 - (C) partly as mentioned in clause 17.8(a)(i)(A) and partly as mentioned in clause 17.8(a)(i)(B).
- (b) The Directors must do all things necessary to give effect to a resolution under clause 17.8(a) and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:
 - (i) issue fractional certificates or make cash payments in cases where Shares or debentures become issuable in fractions; and
 - (ii) authorise any person to make, on behalf of all the Members entitled to a benefit on the capitalisation, an agreement with the Company providing for:
 - (A) the issue to them, credited as fully paid up, of any such further Shares or debentures; or
 - (B) the payment by the Company on their behalf of the amount or any part of the amount remaining unpaid on their existing Shares by the application of their respective proportions of the sum resolved to be capitalised,and any agreement made under such authority is effective and binding on all the Members concerned.

17.9 Winding up

- (a) Nothing in this clause 17.9 prejudices the rights of the holders of Shares issued on special terms and conditions.

- (b) If the Company is wound up, the liquidator:
 - (i) may, with the sanction of a special resolution of the Company:
 - (A) divide among the Members in kind all or any of the Company's assets; and
 - (B) for that purpose, determine how he or she will carry out the division between the different classes of Members,
 - (ii) may not require a Member 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.

18 Documents and records

18.1 Accounts

- (a) The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.
- (b) The Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting and other records of the Company or any of them will be open for inspection by Members other than Directors.
- (c) A Member (who is not a Director) does not have the right to inspect any accounting or other records of the Company unless the Member is authorised to do so by Court order or a resolution of the Directors.

18.2 Execution of documents

The Company may execute any document:

- (a) in accordance with section 127(1) of the Corporations Act;
- (b) if the Company has a Seal, in accordance with section 127(2) of the Corporations Act;
- (c) in any other way approved by the Directors, this Constitution and permitted by law.

18.3 Access by Director

The company may enter into contracts, and procure that its subsidiaries enter into contracts, on any terms the Directors think fit, to grant a Director or former Director continuing access for a specified period after the Director ceases to be a Director to board papers, books, records and documents of the company which relate to the period during which the Director or former Director was a Director of the company.

19 Notices

- (a) Notice may be given by the Company to any person who is entitled to notice under this Constitution by:
 - (i) serving it on the person;
 - (ii) sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person;
 - (iii) if it is a notice of meeting, giving it in accordance with section 249J(3) of the Corporations Act; or
 - (iv) if the notice is to a Member and the Member whose address is not recorded in the Register, posting it on a noticeboard at the Company's registered office.

- (b) A notice:
 - (i) sent by post is taken to be served by properly addressing, prepaying and posting a letter containing the notice on the day after the day on which it was posted;
 - (ii) subject to the Corporations Act, sent by facsimile transmission or electronic notification is taken to be served by properly addressing the facsimile transmission or electronic notification and transmitting it on the day after its dispatch;
 - (iii) posted on a noticeboard at the Company's registered office is taken to be served 24 hours after it is posted on the board;
 - (iv) may be given by the Company to joint holders by giving the notice to the joint holder whose name appears first in the Register.
- (c) Every person who is entitled to a Share by operation of law and who is not registered as the holder of the Share is taken to receive any notice served in accordance with this clause on the person from whom it derives its title.
- (d) A Share certificate, cheque, warrant or other document may be delivered by the Company either personally or by sending it:
 - (i) in the case of a Member whose address recorded in the Register is not in Australia, by airmail post; and
 - (ii) in any other case, by ordinary post,and is at the risk of the addressee as soon as it is given or posted.
- (e) A Member whose address recorded in the Register is not in Australia may specify in writing an address in Australia for the purposes of this clause 19.
- (f) A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- (g) Subject to the Corporations Act, the signature to a written notice given by the Company may be written or printed.
- (h) All notices sent by post outside Australia must be sent by prepaid airmail post.

20 General

20.1 Ordinary place of business

To the extent required by the Corporations Act, the Company's principal place of business must remain in Australia.

20.2 Company loans

Unless otherwise agreed in writing, any loan made by the Company to a Member will be on the terms set out in section 109N of the *Income Tax Assessment Act 1936* (Cth).

20.3 Trustee of superannuation fund

Notwithstanding any other provisions in this Constitution, for so long as the Company acts as trustee of a regulated superannuation fund within the meaning of section 19 of the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company is prohibited from distributing the income or property of the Company to its Members.

20.4 Legal capacity

To the extent permitted by the Corporations Act, the Company has the legal capacity and powers of an individual both in and outside of Australia.

20.5 Proprietary company

The Company is a proprietary company and must comply with all provisions of the Corporations Act in order to remain registered as a proprietary company.

20.6 Capital

- (a) The Capital of the Company may be divided into different classes of shares as allowed by this Constitution.
- (b) The Shares of each class may have or confer such preferential or other rights and privileges and be held under such restrictions and conditions as prescribed by this Constitution.
- (c) The Company will have the power to increase or reduce the Capital.

20.7 Liability of Members

The liability of Members is limited.

20.8 Expenses for promotion and incorporation

The Company will pay all expenses reasonably and properly incurred for its promotion and incorporation.

20.9 Restrictions on business activities

During such time that the Company conducts CSF and subject to any longer period required by the Corporations Act, the Company and any related party of the Company, must not carry on a business which has a substantial purpose of investing in securities or interests in other Entities or schemes.

20.10 Severance

Any provision of this Constitution that is invalid or unenforceable must be read down to the extent necessary to avoid that effect or if that is not possible, it must be excluded from this Constitution but only to the extent necessary. All other provisions of this Constitution continue to be valid and enforceable in accordance with their terms.