

MEMORANDUM OF ASSOCIATION

of

DEBRA AUSTRALIA Limited

A Company Limited by Guarantee

1. The name of the company is **DEBRA AUSTRALIA Limited** ("the Company").
2. The objects for which the Company is established are:
 - (a) to become and act as trustee of and administer a fund established under a Trust Deed dated 12 April 2012 called **DEBRA AUSTRALIA**, and for such purpose to execute the Deed of Retirement and Appointment of Trustee referred to in the articles of association registered with this memorandum of association; and
 - (b) to accept office and act as trustee of and administer any other fund established for any public charitable purposes in the Commonwealth of Australia; and
 - (c) to raise funds for **DEBRA AUSTRALIA** by organising and promoting fund raising events and to receive funds, gifts and other donations from other persons, companies or other organisations for an on behalf of **DEBRA AUSTRALIA**; and
 - (d) to guarantee money or make donations for charitable or benevolent objects or for any public, general or useful object; and
 - (e) to do all things to do all such other things as are incidental or conducive to the advancement of the interests of **DEBRA AUSTRALIA** and the attainment of the objects and the exercise of the powers of **DEBRA AUSTRALIA**
 - (f) to do all such other things as are incidental or conducive to the advancement of the Company's interests and the attainment of the objects and the exercise of the powers of the Company.
3. The income and property of the Company however derived must be applied solely towards the promotion of the objects of the Company as set out in this memorandum of association, and no part of that income or property may be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Company. This clause does not prevent the payment in good faith of remuneration to any officer, employee or member of the Company or to a firm of which an officer of the Company or member is a partner, member or officer for services rendered to the Company or for goods supplied in the ordinary way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purposes of this clause by the Company in general meeting on money borrowed from an officer, employee or member of the Company or reasonable and proper rent for premises demised or let by an officer, employee or member to the Company, but so that (except as allowed in this clause or in the articles of association) no Director of the Company may be paid by or receive from the Company any remuneration or other benefit in money or money's worth. This clause does not prevent

the payment to any Director of out-of-pocket expenses incurred by the Director in or about the affairs of the Company or of any trust fund of which the Company is trustee or interest at the foregoing rate on money lent to the Company or reasonable and proper rent for premises demised or let to the Company, nor prevent the engagement as a consultant of any Director or any firm or company in which the Director is a partner, member or officer in a professional capacity in or about the affairs of the Company or of any such trust fund at usual professional remuneration.

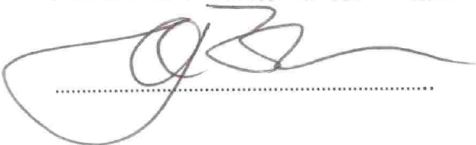
4. The liability of the members of the Company is limited.
5. Every member of the Company undertakes to contribute to the assets of the Company if it is wound up while the member is a member, or within one year after the member ceases to be a member, for payment of the debts and liabilities of the Company contracted before the member ceases to be a member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, any amount required not exceeding \$10.
6. If on the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, that property may not be paid to or distributed among the members of the company, but must be given or transferred to another or other funds, authorities or institutions approved by the Commissioner of Taxation or a Deputy Commissioner of Taxation as being an institution accepted as a deductible gift recipient under Division 30 of the Income Tax Assessment Act 1997 or any amendment or re-enactment of those provisions and which prohibits the distribution of its income and property among its beneficiaries or members to an extent at least as great as is imposed on the Company by clause 3, the funds, authorities or institutions to be determined by the members of the Company at or before the time of dissolution or, failing such a determination, by a judge who has or acquires jurisdiction in the matter.
7. True accounts must be kept of the moneys received and expended by the Company, and the matters in respect of which the receipt and expenditure takes place, and of the property, credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspection that are imposed under the articles of association of the Company for the time being in force, must be open to the inspection of the members. Once at least in every year, the accounts of the Company must be examined by a properly qualified auditor or auditors who must report to the members in accordance with the Corporations Act 2001 (C'wlth).
8. WE the subscribers whose names, addresses and occupations are set out below wish to form a company under this memorandum.

Names, addresses and occupations of subscribers (signed)

Jodie Michelle Bachelor,



John Bacon,



Samantha Drake,



Michael Shaun Fitzpatrick,



Zlatko Kopecki,



Jenny Marty,



Mary Woods,



Shay Robina Zulpo,



DATED this 15th day of November 2012

ARTICLES OF ASSOCIATION

of

DEBRA AUSTRALIA Limited

A Company Limited by Guarantee

1. PRELIMINARY

Definition

1.1 The following words have these meanings in these Articles unless the contrary intention appears.

"Articles" means these articles of association as altered or added to from time to time and a reference to a provision of these Articles is a reference to that provision as altered or added to from time to time.

"Auditor" means the auditor for the time being of the Company.

"Chair" means the chair of the board of Directors of the Company and "Deputy Chair" means the deputy chair of the board.

"Chief Executive Officer" means a person appointed as chief executive officer under article 10.5.

"Committee" and **"Committee of Directors"** means any Director or Directors acting as a committee of Directors.

"Company" means the above named company.

"Corporations Act" means the Corporations Act 2001 (Cwlth).

"Director" means a director of the Company.

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

"Eligible Person" has the meaning given in article 3.4.

"Member" means a member of the Company.

"Memorandum" means the memorandum of association of the Company as altered or added to from time to time.

"Part" means a Part of these Articles.

"Qualified Persons" means the persons referred to in the schedule attached to the Trust Deed.

"Registered Office" means the registered office for the time being of the Company.

"Representative" means the person who holds the position of chief executive officer or equivalent, of a Member. Where that person represents a Member at a general meeting, that person must be validly appointed as such under the Corporations Act and these Articles.

"Secretary" means a person appointed as a secretary of the Company, and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

"Trust" means the trust fund established under the Trust Deed and called **DEBRA AUSTRALIA**.

"Trust Deed" means the Trust Deed dated 12th April 2012 between Francis Harper and Debra Australia Limited as amended from time to time.

Interpretation

1.2 In these Articles unless the contrary intention appears:

- (a) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (b) the singular includes the plural and vice versa;

- (c) 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) a reference to the words "include", "including", "for example" or "such as", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (e) a reference to writing includes typewriting, printing, telegram, facsimile and other modes of representing or reproducing words in a visible form (excepting reproducing words in visible form in social media including but not limited to facebook, twitter and google) including without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;
- (f) a reference to an article is a reference to one of the Articles;
- (g) a reference to a section is a reference to a section of the Corporations Act
- (h) an expression has, in a provision of these Articles that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act;
- (i) a reference to a law or to a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (j) a reference to a law includes regulations and instruments made under the law;
- (k) words importing any gender include all other genders;
a power, an authority or a discretion reposed in a Director, the Directors, a committee of Directors, the Company in general meeting, a Member or a Representative may be exercised at any time and from time to time;
- (m) where, by a provision of these Articles, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (n) a reference to \$ is a reference to the lawful currency of Australia.

1.3 Headings are inserted for convenience and do not affect the interpretation of these Articles.

1.4 The provisions of the Corporations Act that apply as replaceable rules are displaced by these Articles and accordingly do not apply to the Company.

2. ACTIVITIES OF THE COMPANY

Any kind of activity which the Memorandum or these Articles authorise the Company to undertake may be undertaken by the Directors at any time or times which they think fit or may be left in abeyance, whether that kind of activities has been commenced or not so long as the Directors consider it expedient not to commence or proceed with that kind of activities.

3. MEMBERSHIP

Becoming a Member

3.1 The subscribers to the Memorandum are the first Members. Except for the first Members a person may only become a Member under article 3.2.

Admission as a Member

3.2 The Directors must admit as a Member each Eligible Person who agrees to be bound by the Memorandum and Articles and any other rules, by-laws, policies or other standards prescribed by the Directors from time to time.

Members

- 3.3 Any person who agrees to become a member and whose name is entered in the register becomes a member of the Company if their application for membership is approved at the meeting of the Directors following the date of the application

Eligibility to become a Member

- 3.4 A member must not be a company and must be a person over the age of eighteen years and such person shall be referred to an Eligible Person.

Branch and State and Regional Representatives

- 3.5 The Directors may at any time identify and categorise a member or a group of members as belonging to a Branch or as being a State or Regional Representative.

Member to notify changes

- 3.6 A Member must promptly notify the Company of any change in the details with respect to that Member which are recorded in the register of Members.

Ceasing to be a Member

- 3.7 A Member ceases to be a Member on:

- (a) resignation; or
- (b) in the case of a natural person:
 - i. death;
 - ii. becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally; or
 - iii. becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health.

Resignation

- 3.8 A Member may by written notice to the Company resign from membership with effect from a specified date occurring not more than one month after the service of the notice. A Member remains liable after resignation for all money due by the Member to the Company, in addition to any sum for which the Member is liable as a Member under clause 5 of the Memorandum.

Representative of a Member

- 3.9 If a person is a Representative of a Member, the name of the Representative and the name of the Member must be entered in the register of Members. The Member may, where a person ceases to be the Representative of the Member, replace the person with another person by notice in writing to the Company signed by any officer of the Member concerned and setting out the details of the new Representative.

Limited Liability

- 3.10 A Member has no liability as a Member except as set out in this Part 3 and clause 5 of the Memorandum.

Expulsion

- 3.11 The Directors may at any time, despite the payment of the subscription by a member, expel such member from the Company and remove such member from the register

without giving any reason for so doing. If the removal is before the term has expired for which the member's subscription has been paid, the member is entitled to a proportionate refund of the subscription from the date of removal to the time when the membership would expire.

Life membership

- 3.12 At the Directors discretion a member may be granted life membership of the Company to recognise the member's contribution to the Company.

4. MEMBERSHIP FEES

4.1 Entrance fee

The entrance fee payable by a member (if any) may be determined and changed at any time by the Directors and if an entrance fee is payable it will be payable as and when the Directors direct. The Directors may fix at different rates, suspend or waive payment of the entrance fee in favour of any person or category of persons wishing to become members of the Company.

4.2 Annual subscription

The annual subscription payable by a member may be determined and changed at any time by the Directors and is payable in advance. Any increase in the annual subscription unless otherwise determined by majority resolution of the shareholders in general meeting is to be no greater than the annual subscription payable in July of each and every year increased in accordance with the increases in the Consumer Price Index published by the Commonwealth Statistician for ALL GROUPS for Sydney by comparison with the Consumer Price Index as it stands on 30 June immediately preceding the date of variation as compared with the same index as at the date 12 months prior thereto.

4.3 Waiver

The Directors may at any time fix at different rates, suspend or waive payment of the annual subscription in favour of any member or category of members.

4.4 Annual subscription in arrears

If any member fails to pay that member's annual subscription within one month of the due date, that member is not entitled, while the subscription remains due, to:

- (a) nominate a member as a candidate for election of Directors;
- (b) vote in any ballot;
- (c) receive notices of meeting of members;
- (d) attend, be counted in forming a quorum for, exercise any vote at, or be a proxy or corporate representative for any member, for any meeting of members.

4.5 Lapsing of membership

A person ceases to be a member if the person fails to pay that person's annual subscription within 1 month of the due date.

5. DISCIPLINE OF MEMBERS

5.1 Initial resolution of Directors

Where the Directors are of the opinion that a member of the Company:

- (a) has refused or neglected to comply with a provision of these Articles; or
- (b) has acted in a manner prejudicial to the interests of the Company; or
- (c) has been guilty of conduct unbecoming a member,

the Directors may, by resolution ("**the initial resolution**"):

- (i) reprimand the member;
- (ii) suspend the member from membership of the Company for a specified period; or
- (iii) expel the member from the Company.

5.2 Suspended operation

An initial resolution is of no effect unless the Directors, at a meeting of the Directors held not earlier than 14 days and not later than 28 days after service on the member of a notice under the next clause, confirms the initial resolution in accordance with the following clauses of this section.

5.3 Notice to member

The secretary must, as soon as practicable following the passing of the initial resolution, cause a notice in writing to be served on the member that notice:

- (a) setting out the initial resolution of the Directors and the grounds on which it is based;
- (b) stating that the member may personally address the Directors at a meeting of the Directors to be held not earlier than 14 days and not later than 28 days after service of the notice;
- (c) stating the date, place and time of that meeting of the Directors; and
- (d) informing the member that the member may do either or both of the following:
 - (i) personally attend and speak at that meeting of the Directors;
 - (ii) submit to the Directors at or prior to the date of that meeting written representations relating to that resolution.

5.4 Confirming resolution of Directors

At a meeting of the Directors held as referred to in the preceding clause, the Directors must:

- (a) give to the member an opportunity to make personal oral representations;
- (b) give due consideration to any written representations submitted to the Directors by the member at or prior to the meeting; and
- (c) by resolution ("**the confirming resolution**") confirm or revoke the initial resolution.

5.5 Notice to member

The secretary must, within 7 days of the passing of the confirming resolution, by notice in writing inform the member of the fact and of the member's right of appeal under these Articles. 5.6 **Suspended operation**

A confirming resolution does not take effect:

- (a) until the expiration of the period within which the member is entitled to appeal against the confirming resolution if the member does not exercise the right of appeal within that period; or
- (b) if within that period the member exercises the right of appeal, unless and until a meeting of members confirms the resolution pursuant to these Articles.

5.7 **Right of appeal**

A member may appeal to the Company in a meeting of members against a confirming resolution, within 7 days after notice of the confirming resolution is served on the member, by lodging with the secretary a notice to that effect.

6. **GENERAL MEETINGS**

Annual General Meeting

- 6.1 Annual general meetings of the Company are to be held in accordance with the Corporations Act.

Power to convene general meeting

- 6.2 A general meeting must be convened on such requisition or in default may be convened by such requisitions as are provided by Part 2G.2 of **CORPORATIONS ACT 2001** but, except as provided by that section, no Member or Members may call a meeting of the Company.
- 6.3 The Directors acting as a board may convene a general meeting whenever they think fit and must do so if required to do so under the Corporations Act.

Notice of general meeting

- 6.4 Subject to the provisions of the Corporations Act as to short notice, not less than 21 days' notice of a general meeting must be given in writing to each Member. In computing the period of notice both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.
- 6.5 A notice convening a general meeting of the Company must be given in accordance with Part 6.4 and specify the place, day and hour 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) and the general nature of the business to be dealt with at the meeting and there must appear in it with reasonable prominence a statement that:
 - (a) a Member entitled to attend and vote is entitled to appoint a proxy; and
 - (b) a proxy need not be a Member.
- 6.6 A Director is entitled to receive a notice of and to attend all general meetings of the Company and is entitled to speak at those meetings.

Auditor's right to attend general meetings

- 6.7 The Auditor or an agent authorised by the Auditor in writing for the purpose is entitled to attend any general meeting, to receive all notices of and other communications relating to any general meeting which a Member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns the Auditor in that capacity, and is entitled to be heard notwithstanding that the Auditor retires at that meeting or a resolution to remove the Auditor from office is passed at that meeting.

Cancellation or postponement of general meeting

- 6.8 Where a general meeting (including an annual general meeting) is convened by the Directors, they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or change the place of the meeting. This article does not apply to a meeting convened in accordance with the Corporations Act by Members, by the Directors on the request of Members, or to a meeting convened by a court.
- 6.9 Written notice of cancellation or postponement or change of place of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company at least three days before the date for which the meeting is convened and must specify the reason for cancellation, postponement or change of place. A notice of a change of place of a general meeting must specify the different place for the holding of the meeting.
- 6.10 A notice postponing the holding of a general meeting must specify:
- (a) a date and time for the holding of the meeting;
 - (b) a place for the holding of the meeting, which may be either the same as or different from the place specified in the notice convening the meeting; and
 - (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- 6.11 The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days notice of the general meeting required to be given by these Articles or the Corporations Act.
- 6.12 The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.
- 6.13 The non-receipt of, or accidental omission to give, a notice of a general meeting or cancellation, postponement or change of place of a general meeting by, or to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed or changed place meeting or the cancellation or postponement of a meeting.
- 6.14 Where by the terms of an instrument appointing a proxy, Representative or other attorney:
- (a) the appointed person is authorised to attend and vote at a general meeting or general meetings to be held on or before a specified date; and
 - (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy or power of attorney,
- then, by force of this article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy or power of attorney unless the Member appointing the proxy, Representative or other attorney gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

7. PROCEEDINGS AT GENERAL MEETINGS

Reference to a Member

- 7.1 Unless the contrary intention appears, a reference to a Member in this Part 7 means a person, who is a Member, or:

- (a) a Representative; or
- (b) a proxy; or
- (c) an attorney (other than a Representative), of that Member.

Business of annual general meetings

- 7.2 The business of an annual general meeting is to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and the Auditor, and to elect Directors in place of those retiring.

Special business

- 7.3 All business other than that referred to in article 7.2 which is transacted at an annual general meeting and all business transacted at any other general meeting is special business.

Quorum

- 7.4 Ten Members present in person or by Representative, proxy or other attorney are a quorum at a general meeting.
- 7.5 An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it, but if a quorum is present at the beginning of a meeting it is to be deemed present throughout the meeting unless the Chair of the meeting on the Chair's own motion or at the instance of a Member present in person or by Representative, proxy or other attorney, otherwise declares.
- 7.6 If within 15 minutes after the time appointed for a meeting a quorum is not present, the meeting:
- (a) if convened by a Director, or at the request of Members, is dissolved; and
 - (b) in any other case stands adjourned to the same day in the next week and the same time and place, or to another day, time and place which the Directors appoint by notice to the Members and others entitled to notice of the meeting and, if a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

Chair

- 7.7 The Chair is entitled to preside at general meetings, but if the Chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement): the Deputy Chair; a Director chosen by a majority of Directors present; the only Director present; a Representative of a Member chosen by a majority of Members present by Representative, proxy or other attorney.
- 7.8 The Chair of a general meeting:
- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (b) may require the adoption of any procedure which is in the Chair's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
 - (c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting, and a decision by the Chair under this article is final.

- 7.9 Subject to the requirements of the Corporations Act, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.
- 7.10 If there is an equality of votes the Chair of the meeting has, both on a show of hands and on a poll, a casting vote in addition to any votes to which the Chair is entitled as a Representative of a Member or proxy or other attorney of a Member. The Chair has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

How questions decided

- 7.11 At any general meeting a resolution put to the vote of a meeting is to be decided by a show of hands or by a verbal vote accompanied by the name of the voter in the instance of a teleconference, unless before or on the declaration of the result of the show of hands a poll is demanded by:
- (a) the Chair of the meeting;
 - (b) not less than two Members present by Representative, proxy or other attorney and having the right to vote at the meeting; or
 - (c) a Member or Members present by Representative, proxy or other attorney representing not less than 5% of the total voting rights of all the Members having the right to vote at the meeting,
- and the demand for the poll is not withdrawn.
- 7.12 Unless a poll is so demanded and the demand is not withdrawn, a declaration by the Chair of the meeting that the resolution has been carried or carried unanimously or without dissent or by a particular majority or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of that and it is not necessary to prove the number or proportion of votes cast in favour of or against the resolution.
- 7.13 The demand for a poll may be withdrawn.
- 7.14 If a poll is so demanded and the demand is not withdrawn, it must be taken in such manner and at such time and place and at once or after an interval or adjournment or otherwise as the Chair of the meeting then or subsequently determines and the result of the poll is to be deemed the resolution of the meeting at which the poll was demanded.
- 7.15 A poll may not be demanded on the election of a Chair of a meeting and a poll demanded on a question of adjournment is to be taken at the meeting and without adjournment.
- 7.16 A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

Adjournment

- 7.17 The Chair of a meeting may at any time with the consent of the meeting adjourn the meeting from time to time and place to place, but the only business that may be transacted at an adjourned meeting is the business left unfinished at the meeting from which the adjournment took place and section 249W of the **CORPORATIONS ACT 2001** applies.
- 7.18 If a meeting is adjourned for more than 14 days, notice of the adjournment must be given in accordance with article 6.4.

8. VOTES OF MEMBERS

Voting rights

- 8.1 At a general meeting, on a show of hands or by a verbal vote accompanied by the name of the voter in the instance of a teleconference, and on a poll, each Member present by Representative, proxy or other attorney has one vote on each resolution. Any Member present by Representative, proxy or other attorney has the right to attend and speak at any general meeting.
- 8.2 An objection to the right of a person to attend or vote at a general meeting or adjourned general meeting or to vote on a poll:
- (a) may not be raised except at that meeting or adjourned meeting or when that poll is taken; and
 - (b) must be referred to the Chair of the meeting, whose decision is final.
- A vote not disallowed under the objection is valid for all purposes.
- 8.3 If there is a dispute as to the admission or rejection of a vote, the Chair of the general meeting must decide it and the Chair's decision made in good faith is final and conclusive.
- 8.4 Unless the Corporations Act requires otherwise, the Members may pass a resolution without a general meeting being held if all of the Members who are 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. Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy. The resolution is taken to be passed (and if it is required to be a special resolution to be effective, passed as a special resolution), as if it had been passed unanimously at a duly convened general meeting, at the time the Secretary has evidence that the last Member has signed it.

Right to appoint proxy

- 8.5 A Member is entitled to appoint another person as proxy to attend in the Member's place at a meeting of the Company and a proxy has the same right as the Member to speak and vote at the meeting.

Instrument of Proxy

- 8.6 An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing and, if and to the extent that the Directors permit, may be in respect of more than one meeting.
- 8.7 An instrument appointing a proxy must be in a form acceptable to the Directors generally or in a particular case.

Right to appoint a Representative or other attorney

- 8.8 A Member may appoint a Representative or other attorney to act on the Member's behalf at all or any meetings of the Company by power of attorney duly executed in the presence of at least one witness and (if necessary) duly stamped.

Receipt of proxy and other instruments

- 8.9 To be effective, an instrument appointing a proxy and any power of attorney under which it is executed or a copy (verified by statutory declaration as a true copy) of the power of attorney, or an instrument appointing a Representative or other attorney under article 6.8, in either case together with any evidence of due stamping (if necessary) and execution and non-revocation of the power of attorney which the Directors require, must be received by the Company at the Registered Office or at any

other place which is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time appointed for the meeting or adjourned or postponed meeting or poll which the appointee proposes to attend or on which the appointee proposes to vote.

Validity of vote in certain circumstances

- 8.10 A vote cast by a Representative, proxy or other attorney is valid notwithstanding the previous revocation of that person's authority by the death of the principal or otherwise, unless an indication in writing of the revocation has been received at the Registered Office or by the Chair of the meeting before the vote is cast.

9. DIRECTORS

Number of Directors

- 9.1 Subject to the provisions of these Articles there shall at all times be at least 5 but no more than 10 Directors and at least three of those Directors must be Qualified Persons.

Change in the number of Directors

- 9.2 The Company in general meeting may by resolution increase or reduce the number of Directors, and may also determine the rotation in which the increased or reduced number is to retire from office.

Consent to nomination

- 9.3 Except for a person who is eligible for election or re-election under article 7.6 or 9.3, a person is not eligible for election as a Director at a general meeting of the Company unless a consent to nomination signed by the person has been lodged at the Registered Office at least 10 business days before the general meeting or any other period permitted under the Corporations Act or that person is personally present at the general meeting and provides at the general meeting a written consent to the nomination.

Vacation of office

- 9.4 In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director shall become vacant if that Director shall:
- (a) die,
 - (b) resign his or her office by notice in writing addressed to the remaining Directors;
 - (c) become bankrupt or make an assignment to or composition with his or her creditors;
 - (d) reside permanently outside Australia;
 - (e) be absent from all meetings of the Directors for a continuous period of 12 months, unless the Directors specifically resolve after the end of that period that the absence for that period has been justified;
 - (f) become permanently incapable of acting as Director due to chronic illness or unsound mind or be a person whose person or estate is liable to be dealt with in any way under a law relating to mental health; or
 - (g) become Chief Executive Officer.
 - (h) Become an employee of the Company

Appointment and election

- 9.5 In the event that one of the offices of Director shall become vacant, the Directors may at any time appoint any person qualified under the definition in the Trust Deed to be a Director to fill the vacancy. A Director appointed under this article holds office until the conclusion of the next annual general meeting of the Company but is eligible for election at that meeting.

Remuneration and expenses

- 9.6 A Director may not be paid any remuneration for services as a Director.
- 9.7 A Director is entitled to be reimbursed out of the funds of the Company reasonable travelling, accommodation and other expenses which the Director incurs when travelling to or from meetings of the Directors or a Committee or general meetings of the Company or when otherwise engaged in the affairs of the Company.

10. CONFLICT OF INTEREST

- 10.1 Subject to complying with the Corporations Act regarding disclosure of and voting on matters involving material personal interests, a Director may:
- (a) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
 - (b) enter into a contract or arrangement with the Company;
 - (c) participate in any association, institution, fund, trust or scheme for past or present employees or directors of the Company or persons dependent on or connected with them;
 - (d) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
 - (e) if the other Directors determine that the Director's interest should not disqualify the Director from considering or voting on a matter, participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Directors and may be present at any meeting where any matter is being considered by the Directors; and
 - (f) sign or participate in the execution of a document by or on behalf of the Company; and
 - (g) do any of the above despite the fiduciary relationship of the Director's office:
 - i. without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - ii. without affecting the validity of any contract or arrangement.

11. PERIOD OF OFFICE OF DIRECTORS

- 11.1 The period of office of directors of the company may be determined by the company by ordinary resolution from time to time and until a period is determined shall subject to these Articles be unlimited.

12. POWERS OF DIRECTORS

- 12.1 The management of the affairs of the Company is vested in the Directors and they may exercise all such powers and do all such things as the Company is by its Memorandum or otherwise authorised to exercise and do and are not by these Articles or by statute required to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of the Corporations Act and of these Articles.
- 12.2 Without limiting the generality of article 10.1, the Directors may exercise all the powers of the Company to create by-laws, to borrow or raise money, to charge any property or

business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

Appointment of Attorney

- 12.3 The Directors may, *by* power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities and discretions vested in or exercisable by the Directors for the period and subject to the conditions they think fit.
- 12.4 A power of attorney granted under article 12.3 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions vested in the attorney.

Chief Executive Officer and or Employee

- 12.5 The Directors may appoint and remove any person as Chief Executive Officer and or employee on the terms the Directors think fit. A Chief Executive Officer and or employee may in the discretion of the Directors be given the right to:
- (a) attend and speak (but not vote) at any Directors' meeting or general meeting of the Company and be given notice of the meeting as if a Director or Member; and
 - (b) receive accounts of the Company when available to Members.
- 12.6 The Chief Executive Officer and or employee is not eligible to be a Director.
- 12.7 The remuneration of the Chief Executive Officer and or employee may be fixed by the Directors and may be by way of salary or commission.
- 12.8 The Directors may:
- (a) confer on the Chief Executive Officer and or employee such of the powers exercisable by them, on such terms and conditions and with such restrictions, as they think fit; and
 - (b) withdraw or vary any of the powers conferred on the Chief Executive Officer and or employee .
- 12.9 The powers of delegation expressly or impliedly conferred by the Memorandum and Articles on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.

13. PROCEEDINGS OF DIRECTORS

Meetings

- 13.1 The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.

Quorum

- 13.2 Until otherwise determined by the Directors, 3 Directors present in person or by proxy are a quorum.

Convening meetings

- 13.3 A Director may, and the Secretary on the request of a Director must, convene a meeting of the Directors.

Appointment of proxy

- 13.4 A Director may participate in and vote by proxy at a meeting of the Directors if the proxy is a Director and has been appointed by writing under the hand of the appointor or by, facsimile or other form of visible communication from the appointor. Such an appointment may be general or for any particular meeting or meetings. A Director present as proxy of another Director who would be entitled to vote if present at the meeting has one vote for the appointor and one vote in his or her own capacity as a Director.

Chair and Deputy Chair

- 13.5 The Directors will elect from among their number:

- (a) a Chair of the Board; and
- (b) a Deputy Chair of the Board,

and may also determine the period for which the person remains as Chair or Deputy Chair.

- 13.6 The Chair or Deputy Chair may be removed by a resolution of the Directors of which not less than 14 days' notice has been given to all the Directors for the time being in Australia.
- 13.7 The Chair is entitled to preside at meetings of the Directors but, if the Chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement): the Deputy Chair; a Director chosen by a majority of the Directors present.

How questions decided

- 13.8 At any meeting of the Directors or any Committee of the Directors all decisions must be made by majority vote of those present and voting (either directly or by proxy) and that decision is for all purposes a decision of the Directors. In the event that votes are equal, the Chair of the meeting will have a casting vote in addition to their deliberative vote.

Committees

- 13.9 The Directors may for the sole purpose of making recommendations delegate any of their powers to committees consisting of such Director or Directors and non Directors as they think fit and may revoke the delegation. Each Committee must have at least one Director member. The delegation may not be to the exclusion of or in substitution for all or any of the powers of the Directors. Without limiting the power to delegate established under this Article, the Directors must establish:

- 13.9.1 an Audit and Governance Committee, which will consist of three Directors, which will have responsibility for the conduct of any internal audits and the supervision of

the governance of the Company and the Trust, and

- 13.9.2 a Director Nomination Committee which will consist of three Directors which will be responsible for advertising for candidates for the position of Director, reviewing applications made and making recommendations to the Board of Directors having regard to the requirement under the Trust Deed for the majority of Directors to be Qualified Persons, the skills of the current Directors and the desirability of having Directors with a collective suite of expertise including expertise in fundraising, strategy, leadership, accounting/finance and law.
- 13.10 A Committee in the exercise of the powers so delegated must conform to any regulations imposed by the Directors.
- 13.11 Subject to article 13.10, the meetings and proceedings of a Committee consisting of two or more Directors are governed by the provisions of these Articles as to the meetings and proceedings of the Directors so far as they are applicable.

Circulating Resolution

- 13.12 Subject to the Corporations Act, the Directors may pass a resolution without a Directors' meeting being held if all of the Directors who are entitled to vote on the resolution or all the members of a Committee, sign a document containing a statement that they are in favour of the resolution set out in the document. 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. The resolution is passed when the last Director signs.

Telephone Meeting

- 13.13 For the purposes of these Articles the contemporaneous linking together by telephone or other means of instantaneous communication ("**telephone**") of a number of the Directors, being at least a quorum, whether or not anyone or more of them is out of Australia, is to be deemed to constitute a meeting of the Directors and all the provisions of these Articles as to meetings of the Directors apply to such a meeting if the following conditions are met:
- (a) all the Directors entitled to notice of a meeting of the Directors received notice of the meeting and for this purpose notice of the meeting may be given on the telephone;
 - (b) all the Directors wanting to take part in the meeting are linked by telephone for the purposes of the meeting; and
 - (c) at the commencement of the meeting each Director taking part acknowledges the respective Director's presence for the purposes of the meeting to all other Directors taking part and acknowledges that the Director is able to hear each of the other Directors taking part.
- 13.14 A Director may not leave a telephone meeting by disconnecting the telephone without the consent of the Chair of the meeting and a Director is to be deemed to be present and form part of the quorum throughout the meeting unless the Director has obtained the consent of the Chair of the meeting to leave the meeting.
- 13.15 A minute of the proceedings at a telephone meeting is sufficient evidence of the proceedings and the observance of all necessary formalities if it is certified as a correct minute by the Chair of the meeting.

Validity of acts of Directors

- 13.16 All acts of the Directors, a Committee or a person acting as a Director or Committee or member of a Committee are valid notwithstanding that it is discovered that there was some defect in the appointment or continuance in office, election or eligibility of them or any of them or that they or any of them were ineligible or had vacated office,
- 13.17 In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.

14. SECRETARY

A Secretary holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

15. NEGOTIABLE INSTRUMENTS

Cheques, bills of exchange, promissory notes and other negotiable instruments may be signed, accepted, drawn, made or indorsed on behalf of the Company in such manner and by such persons (whether Directors or officers of the Company or not) as the Directors determine but not otherwise.

16. INSPECTION OF BOOKS

Subject to the Corporations Act, the Memorandum and any resolution of the Company in general meeting, the Directors may determine whether and to what extent and at what times and places and under what conditions and regulations the books and documents of the Company or any of them will be open to inspection by the Members (other than Directors) and other persons.

17. SERVICE OF DOCUMENTS

- 17.1 A notice or other document may be delivered or served by the Company either personally or by sending it:
- (a) by ordinary post to the address for the Member in the Register or an alternative address nominated by the Member or by airmail post in the case of a Member whose registered address is outside Australia; or
 - (b) to a fax number or electronic address nominated by the Member; or
 - (c) to the Member by other electronic means nominated by the Member, and is at the risk of the addressee as soon as it is given or posted.
- 17.2
- (a) A notice or other document sent by post is to be deemed received the day next following that on which it was posted.
 - (b) If a notice or other document is sent by facsimile or electronic transmission, service of the notice is deemed to be effected by properly addressing the facsimile or electronic transmission and transmitting same and to have been served on the day following its dispatch.

- 17.3 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document was sent to a Member by post or by fax or electronic transmission on a particular date is prima facie evidence of those facts.
- 17.4 Subject to the Corporations Act:
- (a) if a given number of days' notice or notice extending over any other period is required to be given, the day on which the notice is to be deemed served and in case of a notice convening a meeting the day on which the meeting is to be held are to be excluded in calculating the number of days or other period;
 - (b) if these Articles require or permit a notice to be given by the Company, the Directors, a Director or the Secretary, neither accidental omission to give the notice nor non-receipt of the notice invalidates the meeting, resolution, procedure or matter to which the notice relates; and
 - (c) the signature to a written notice need not be handwritten.

18. INDEMNITY AND INSURANCE

- 18.1 The Company may indemnify any current or former Director, Secretary or officer of the Company out of the property of the Company against:
- (a) every liability incurred by the person in that capacity (except a liability for legal costs); and all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,
except to the extent that:
 - (b) the Company is forbidden by statute to indemnify the person against the liability for legal costs; or
 - (c) an indemnity by the Company of the person against the liability for legal costs would, if given, be made void by statute.
- 18.2 The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or officer of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:
- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
 - (b) the contract would, if the Company paid the premium, be made void by statute.
- 18.3 The Company may enter into an agreement with a person referred to in articles 18.1 and 18.2 with respect to the matters covered by those articles. An agreement entered into pursuant to this article may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.