

CORPORATION ACT 2001

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

CONSTITUTION OF  
OLIVE TREE MEDIA LTD.

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Corporations Act 2001  
A Company Limited by Guarantee  
Constitution  
Of  
OLIVE TREE MEDIA LTD.

**ARTICLE I.**

**DEFINITIONS**

“**Act**” means the Corporations Act 2001 or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any reference to any provision thereof is to that provision so modified, amended or re-enacted.

“**ATO**” means the Australian Taxation Office;

“**Business Day**” means a day which is not a Saturday, Sunday or public holiday in the State.

“**Chairperson**” means the Chairperson for the time being appointed under Clause 20.03.

“**Company**” means Olive Tree Media Ltd.

“**Constitution**” means the Constitution of the Company as amended from time to time.

“**Director**” means a person duly elected or otherwise appointed under this Constitution to be a Director of the Company.

“**Eligible Cultural Organisation**” means a fund, authority or institution to which gifts are deductible under Subdivision 40-B, section 30-100 of the *ITAA 97*;

“**Governor**” means a governor appointed under Clause 25.01.

“**ITAA 1997**” means the *Income Tax Assessment Act 1997*.

“**Member**” means a person and/or entity who was a subscriber to the Constitution and who remains a Member or any other person and/or entity accepted for membership under Article XI.

“**Seal**” means the common seal of the Company and includes any official seal of the Company.

“**Secretary**” means the person for the time being appointed under Clause 21.01.

“**Treasurer**” means the Treasurer for the time being appointed under Clause 21.01.

“**Vice-Chairperson**” means the Vice-Chairperson for the time being appointed under Clause 20.03.

## **ARTICLE II.**

### **INTERPRETATION**

2.01 Unless the contrary intention appears, in this Constitution:

- (a) headings and underlining are for convenience only and do not affect the interpretation of this Constitution;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing gender include all other genders;
- (d) words used to denote persons generally or importing a natural person include any company, corporation, body corporate, body politic, partnership, trust, joint venture, association, board, group or other body (whether or not the body is incorporated);
- (e) a reference to a person includes that person’s successors and legal personal representatives;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) 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;
- (h) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act;
- (i) any power, right discretion or authority conferred upon any person or groups of persons under this Constitution may be exercised at any time and from time to time.
- (j) The replaceable rules of the Corporations Act do not apply to the Company.

## **ARTICLE III.**

### **APPLICATION OF CORPORATIONS ACT 2001**

3.01 Except so far as a contrary intention appears anywhere in this Constitution:

- (a) an expression used in a particular Part or Division of the Act which is given a special meaning by any provision of that Part or Division for the purposes of that Part or Division  
  
(or any part thereof) has, in any provision of this Constitution which deals with a matter dealt with by that Part or Division (or Part thereof), the same meaning as in that Part or Division;
- (b) an expression which is given a general meaning by any provision of the Act has the same meaning in this Constitution; and
- (c) if at any time any provision of this Constitution is or become illegal, invalid or unenforceable in any respect under the Act or the law of any jurisdiction, that does not affect or impair:
  - (i) the legality, validity or enforceability under the Act or in that jurisdiction of any other provision of this Constitution; or
  - (ii) the legality, validity or enforceability under the Act or the law of any other jurisdiction of that or any other provision of this Constitution.

## **ARTICLE IV.**

### **OBJECTS**

4.01 The objects for which the Company is established are:

- (a) Principally, to produce high quality materials which focus on the application of Christian principles and values to everyday situations and to freely distribute such materials to all Australians through media and other electronic technologies with the aim of both challenging and being challenged by an engaged community of watchers, listeners and online participants.
- (b) Additionally, to provide connection, and a sense of community, to a broad demographic across Australia and, in particular, to those who for reasons of disability, distance or circumstance are not able to participate regularly in a relevant faith community; and
- (c) To connect those who are searching for life purpose or seeking to understand spirituality with high-quality Christian materials which address the questions frequently asked by people in such circumstances; and
- (d) To foster and encourage an understanding and appreciation of Christian principles and values (consistent with the Company's Statement of Faith – the Lausanne Covenant) within the greater Australian community; and
- (e) To produce and sell high-quality Christian materials which provide further teaching or increased understanding; and
- (f) To the extent that the high-quality Christian materials produced for the Australian community have applicability in overseas countries, to enter into suitable agreements which have the effect of making such materials available in those countries; and

- (g) To undertake and pursue all such other similar, related or compatible objects as may from time to time be considered appropriate by the Company.

## **ARTICLE V.**

### **POWERS**

- 5.01 (a) In furtherance of its objects and not otherwise the Company has the power to do all things as are necessary, incidental or conducive to the attainment of these objects and, for that purpose and not otherwise, the Company has the legal capacity of an individual with all consequential powers as conferred by Section 124 of the Act, which shall include but not be limited to:
- (i) the solicitation, receipt and disbursement of funds for the purpose of promoting its objects;
  - (ii) to co-operate with other persons and organizations engaged in similar or complementary programs to promote cultural activities including, without limitation, literature, music, craft, the media and other visual arts;
- (b) By way of illustration and not limitation the Company shall also have the power to:
- (i) to acquire by gift, devise, purchase, exchange or other means, to improve and develop, and to manage and operate such funds and real and personal property as may be expedient or desirable to use in conjunction with the objects of the Company;
  - (ii) to receive gifts, bequests, grants, devises, and donations which may be made to it from time to time in furtherance of its objects;
  - (iii) to purchase or otherwise acquire, sell, lease, exchange or otherwise dispose of real and personal property as may be necessary and expedient from time to time to further its objects and to operate such facilities as it may maintain;
  - (iv) to invest and reinvest such of its assets as are not directly employed in carrying out its objects in such notes, bonds, stocks, and securities, mortgages, leases, and other investments, real, personal and mixed, as may be consistent with its objects.

## **ARTICLE VI.**

### **APPLICATION OF INCOME**

- 6.01 Subject to Clause 5.01 the whole of the income and property of the Company, whencesoever derived, must be applied solely towards the promotion of its objects as described in Article IV hereof, and no portion may be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, to its Directors, Officers or Members provided that:
- (a) nothing contained in this Constitution will prevent the payment of out-of-pocket expenses incurred by a Director, Officer or Member in the performance of any duty as a Director,

Officer or Member where the amount payable does not exceed an amount previously approved by the Directors; or

- (b) the payment to a Director, Officer or Member, other than in the capacity of a Director, Officer or Member, for services actually rendered as a consultant or contractor or for any goods supplies to the Company in an arm's length transaction, where the provision of the service or goods supplied and the amount payable has the prior approval of the Directors of the Company and the amount is not more than an amount which is a commercially reasonable payment for the service or goods.

## **ARTICLE VII.**

### **CONTRIBUTION OF MEMBERS**

7.01 Every person or entity who is a Member of the Company undertakes to contribute to the property of the Company, in the event the Company is wound up while that person or entity is a Member, or within one year after that person or entity ceases to be a Member, for payment of:

- (a) the debts and liabilities of the Company (contracted prior to cessation as a Member);
- (b) the costs, charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributories among themselves;

such amount as may be required, not exceeding ten dollars (\$10.00).

## **ARTICLE VIII.**

### **WINDING – UP OF COMPANY**

8.01 (a) At the first occurrence of:

- (i) the winding up of the Company; or
- (ii) the Company ceasing to be endorsed as a deductible gift recipient under Subdivision 40-B, section 30-100 of the ITAA 1997

if there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Directors, Officers or Members of the Company, but will be given or transferred by the Directors to one or more Eligible Cultural Organisations.

- (b) Where gifts to an Eligible Cultural Organisation are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 40-B, section 30-100 of the ITAA 1997 are satisfied, a transfer under this clause must be made in accordance with those conditions.
- (c) In making its determination where to transfer the surplus assets of the Public Fund the Directors shall give primary consideration to funds, authorities or institutions having

objects similar to the objects of the Company that are Eligible Cultural Organisations.

- (d) Where the Directors are unable to reach agreement as to where the surplus property of the Company should be transferred such decision shall be made by the Members of the Company and in default thereof application shall be made to the Supreme Court of New South Wales for determination provided any transfer by the Members or Court shall only be made to a fund, authority or institution that is an Eligible Cultural Organisation.

## **ARTICLE IX.**

### **ISSUANCE OF GIFT RECEIPT**

- 9.01 (a) The Company shall upon receiving a gift issue a Receipt to the donor. Receipts issued for gifts must state:
- (i) the name of the public fund;
  - (ii) the Company's ABN;
  - (iii) the date of the gift;
  - (iv) a reasonable description of the contributed property; and
  - (v) the fact that the receipt is for a gift.
- (b) As soon as reasonably possible, however no longer than ninety (90) days following the acceptance by the Directors of a contribution of property other than cash, the donor, at the donor's expense, shall have the contributed property valued by the Commissioner of Taxation or an approved valuer as provided in Division 30, Section 30-212 of the *ITAA 1997*. The donor shall provide the Directors with a copy of said valuation, which shall be kept with the other records of the Gift Fund.

Where a gift of property other than money has been made to the Company a Receipt shall only be issued after the Directors have been provided with a copy of the valuation.

## **ARTICLE X.**

### **MEMBERSHIP**

- 10.01 The original Members were the subscribers to this Constitution.
- 10.02 The Directors may from time to time register an increase of Members.
- 10.03 The number of Members shall not be less than five nor more than twenty five.
- 10.04 Every application for membership of the Company must be:
- (a) in writing and signed by the applicant; and
  - (b) in such form as the Directors from time to time prescribe.

- 10.05 An applicant for membership of the Company shall provide, in writing, affirmation that the Member accepts the Statement of Faith (the Lausanne Covenant) which has been included as an appendix of this Constitution plus such other information in addition as the Directors may require.
- 10.06 After the receipt of an application for membership, the application must be considered by the Chairperson who must then determine the admission or rejection of the applicant. In no case is the Chairperson required to give any reason for the rejection of the applicant.
- 10.07 The Directors may from time to time determine any entrance fee payable on application for membership of the Company and until so determined no entrance fee shall be payable.
- 10.08 When an applicant has been accepted for membership, the Secretary shall forthwith send written notice of acceptance to the applicant and shall enter the applicant's name and address in the Register.
- 10.09 When an applicant for membership of the Company is rejected, the Secretary shall forthwith send to the applicant written notice of such rejection and the entrance fee (if any) paid by such applicant shall be refunded in full.
- 10.10 Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Company shall cease upon the person or entity ceasing to be a Member whether by resignation, death, disability, winding-up or otherwise.

## **ARTICLE XI.**

### **FEES AND LEVIES**

- 11.01 Members shall pay annual membership fees and such other fees in such amounts and at such times as the Directors may from time to time determine.
- 11.02 In order to provide additional funds required for the operation of the Company, the Directors may determine that levies are to be paid by Members and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by members.

## **ARTICLE XII.**

### **MEMBER REGISTER**

- 12.01 The Company must keep a Register of Members. The Register must record the name, address and date of admission of each Member.

## **ARTICLE XIII.**

### **MEMBER OBLIGATIONS AND CESSATION OF MEMBERSHIP**

- 13.01 Members are treated as having agreed to be bound by this Constitution and any rules,

regulations or by-laws of the Company.

- 13.02 If any fees or levies payable by a Member shall remain unpaid for a period of two calendar months after notice of such default is given to the Member by the Company, the Directors by resolution may suspend all privileges of membership (including the right to vote) of that Member, provided that the Directors may reinstate the privileges of membership of that Member on payment of all arrears if the Directors think fit to do so.
- 13.03 A Member's membership of the Company shall cease:
- (a) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
  - (b) if the membership of the Member is terminated under Clause 13.05 such termination shall be effective from the date of the resolution of the Directors;
  - (c) in the case of a Member who is an individual if:
    - (i) the Member dies; or
    - (ii) the Member becomes of unsound mind or his person or estate is liable to be dealt with in any way under the laws relating to mental health; or
  - (d) in the case of a Member who is not an individual if:
    - (i) a liquidator is appointed in connection with the winding up of the Member; or
    - (ii) an order is made by a court for the winding up of a Member being a company.
- 13.04 (a) The termination of a Member's membership (whether by resignation, expulsion or otherwise) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:
- (i) arise under this Constitution or otherwise; and
  - (ii) are existing at the date of such termination or may arise or crystallize after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- (b) Without limiting the generality of Clause 13.04(a), termination of a Member's membership shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Clauses 11.01 and 11.02.
- 13.05 (a) If any Member shall:
- (i) willfully refuse or neglect to comply with the provisions of this Constitution; or
  - (ii) be guilty of any conduct which in the opinion of the Directors is unbecoming of a Member or prejudicial to the interests of the Company, the Directors may by resolution censure, suspend or expel a Member from the Company.
- (b) Any Member who is proposed to be censured, suspended or expelled:
- (i) shall be given at least seven day's notice of the meeting of the Directors at which such a resolution is to be put which shall state the nature of the allegations against the Member and the intended resolution;

- (ii) must have the opportunity of giving orally or in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for censure, suspension or expulsion.

## **ARTICLE XIV.**

### **MEETINGS OF MEMBERS**

- 14.01 An annual general meeting of the Company must be held in accordance with the provisions of the Act. All meetings of the Members other than the annual general meetings are general meetings.
- 14.02 A general meeting of the Members may be convened by:
  - (a) any two Directors;
  - (b) the Chairperson; or
  - (c) not less than 20% of the Members.
- 14.03 (a) Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, at least 14 days notice (exclusive of the day on which the notice is served or treated as served but inclusive of the day for which the notice is given) must be given specifying the place, the day and the hour of the proposed meeting.
  - (b) In the case of special business, notice of the general nature of the business must be given to all Members.
  - (c) All business is special which is:
    - (i) transacted at a general meeting of members; or
    - (ii) special business properly transacted at an annual general meeting of Members.

## **ARTICLE XV.**

### **PROCEEDINGS AT MEETINGS OF MEMBERS**

- 15.01 (a) No business may be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
  - (b) A quorum at a meeting is constituted by fifty percent (50%) of Members present in person or by proxy or where the Member is an entity by a person or proxy authorized by the entity.
- 15.02 If within half an hour from the time appointed for the meeting, a quorum is not present:
  - (a) in the case of a general meeting, the meeting will be treated as dissolved; or

- (b) in the case of an annual general meeting, the meeting stands adjourned to a time and place determined by the Directors.
- 15.03 (a) The Chairperson presides as Chairperson at every meeting or, if there is no Chairperson or if the Chairperson is not present fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairperson presides as Chairperson.
- (b) If there is no Vice-Chairperson or if the Vice-Chairperson is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present must elect as Chairperson of the meeting another Director who is present and willing to act or, if no other Director willing to act is present at the meeting, a Member who is present and willing to act.
- 15.04 (a) The Chairperson of any meeting, at which a quorum is present, may with the consent of the Members (and if so directed by the Members) adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
  - (c) Except as provided by paragraph (b), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 15.05 A person or entity who is not a Member may attend a meeting if that person or entity's attendance is approved by the Chairperson of the meeting but may not vote.
- 15.06 At a general meeting:
- (a) a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands:
    - (i) by the Chairperson of the meeting; or
    - (ii) by at least one Member present in person;
  - (b) unless a poll is so demanded, a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect has been made in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution; and
  - (c) the demand for a poll may be withdrawn.
- 15.07 (a) If a poll is duly demanded, it must be taken in such manner and subject to paragraph (b), either immediately or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll will be the resolution of the meeting at which the poll

was demanded.

- (b) A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

15.08 Unless otherwise required by law, a resolution is carried by a simple majority of votes of Members present in person or by proxy. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll was demanded is entitled to a casting vote irrespective of the fact the Chairperson may have voted as a Member.

15.09 (a) If a Member is unable to attend a meeting, the Member may appoint another Member or a Director as proxy to vote on the Member's behalf.

- (b) An instrument appointing a proxy must be in writing under the hand of the appointer.

- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.

- (d) Except as provided in paragraph (c), a proxy may vote as the proxy thinks fit.

- (e) An instrument appointing a proxy must be in the form set forth in Exhibit "A" attached hereto and incorporated by this reference herein.

15.10 The business at an annual general meeting of the Members will be:

- (a) confirmation of the minutes of the previous annual general meeting of the Members or any general meeting held after that annual general meeting;

- (b) the election of the Directors to be appointed by the Members at that meeting in accordance with this Constitution;

- (c) the reception, consideration, approval and adoption of the annual report and financial statements of the Company for the preceding financial year;

- (d) the appointment of an auditor; and

- (e) special business (if any) of which not less than fourteen days notice has been given in writing.

15.11 Unless suspended or varied in respect of a meeting by the Members, the following procedure applies to a proposed resolution:

- (a) the proposer of a resolution must not speak for more than ten minutes; subsequent speakers will be allowed five minutes and the proposer of the resolution five minutes to reply; the meeting may by simple majority extend the time in a particular case;

- (b) if an amendment to an original resolution is proposed, no second amendment may be considered until the first amendment is disposed of;
  - (c) if an amendment is carried, the resolution as so amended displaces the original resolution and may itself be amended;
  - (d) if an amendment is defeated, a further amendment may be moved to the original resolution but only one amendment may be submitted for discussion at one time;
  - (e) the proposer of every original resolution, but not of an amendment, has the right to reply, immediately after this, the question must be put from the chair; no other member may speak more than once on the same question unless permission is given for an explanation or where the attention of the Chairperson is called to a point of order;
  - (f) resolutions and amendments must be submitted in writing, if requested by the Chairperson;
  - (g) any discussion may be closed by the proposition “that the question be now put” being moved, seconded and carried. This proposition must be put to the meeting without debate.
- 15.12 (a) A special resolution is required to amend the Constitution.
- (b) Except in the case of any resolution which as a matter of law requires a special resolution, a general resolution is required for all other resolutions of the Company.
- 15.13 (a) If each Member has signed a document containing a statement that the Member is in favour of a resolution of the Members in terms set out in that document, a resolution in those terms will be treated as having been passed.
- (b) The resolution will be treated as passed at a meeting held on the day on which and at the time when the document was last signed by a Member.
  - (c) For the purposes of paragraph (a), two or more separate documents containing statements in identical terms each of which is signed by one or more Members will together be treated as constituting one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

## **ARTICLE XVI.**

### **DIRECTORS: APPOINTMENT AND REMOVAL**

- 16.01 (a) The number of Directors shall be determined by the Directors from time to time, provided the Directors shall not reduce the number of Directors below the number in office at the time of such determination. There shall be at least three but not more than ten Directors.
- (b) The initial number of Directors and the names of the first Directors shall be determined in writing by the subscribers to the Constitution or a majority of them.

- 16.02 The continuing Directors may act notwithstanding any vacancy in their number; but for as long as the number of Directors is below the minimum fixed by this Constitution, the Directors will not act except in emergencies or for the purpose of filling up vacancies or convening a general meeting of the Company.
- 16.03 A Director must be a Member of the Company.
- 16.04 A Director is entitled to receive all notices to be served or given under Clause 19.01(i) and is further entitled to attend and speak at all meetings the subject of such notices.
- 16.05 The election of Directors will take place in the following manner:
- (a) Directors must be elected by the Members at the annual general meeting of the Members.
  - (b) Any Member may nominate any person to stand for election as a Director.
  - (c) The nomination, which must be in writing and signed by the Member and the Member's nominator and seconder, must be lodged with the Secretary.
- 16.06 The first Directors and the Directors elected by the Members at an annual general meeting of the Members are appointed for a period of up to the third annual general meeting following their appointment.
- 16.07 (a) At the annual general meeting of the Company those Directors whose period of office has expired must retire from office.
- (b) A retiring director is eligible for re-election.
- 16.08 (a) The Company may, by resolution at the meeting at which a Director retires, fill the vacated office by electing a person to that office.
- (b) If the vacated office is not so filled, the retiring Director may, if offering to be re-elected and not being disqualified under the Act from holding office as a Director, be treated as having been re-elected unless at that meeting:
    - (i) it is expressly resolved not to fill the vacated office; or
    - (ii) a resolution for the re-election of that Director is put and lost.
- 16.09 The Company may by a resolution of Members remove any Director before the expiration of that Director's period of office, and may by resolution appoint another person as a replacement.
- 16.10 A person who is a Director ceases to hold office as a Director if the person:
- (a) ceases to be a Director by virtue of the Act;
  - (b) becomes prohibited from being a Director of a Company by reason of a Court order made under the Act;

- (c) resigns as a Director by notice in writing to the Company;
- (d) becomes bankrupt or makes an arrangement or composition with creditors generally;
- (f) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (g) is absent without the consent of the Chairperson from all meetings of the Directors held during a period of nine months and the Directors resolve that his or her office be vacated;
- (h) is, without the consent of the Directors, directly or indirectly interested in a contract or proposed contract with the Company; and the Directors resolve that his or her office be vacated.

## **ARTICLE XVII.**

### **MANAGING DIRECTOR**

- 17.01 The Directors may appoint one or more of their number as Managing Director(s):
- (a) either for a fixed term or without any limitation as to the period for which the person appointed is to hold the office; and
  - (b) subject to this Constitution, on any terms and conditions that the Directors determine.
- 17.02 (a) Subject to the provisions of any contract between a Managing Director and the Company, the Directors may remove or dismiss or suspend a Managing Director from that office and appoint another or others in his or her place, or appoint a temporary substitute for a Managing Director while that Managing Director is absent or unable to act.
- (b) No Managing Director is entitled to attend or vote at any meeting of Directors while under suspension from office.
  - (c) Subject to the provisions of any contract between a Managing Director and the Company, a Managing Director is subject to the same provisions as to resignation and removal as the other Directors, and will immediately cease to be a Managing Director if for any reason he or she ceases to hold the office of Director.
- 17.03 (a) The Directors may entrust to and confer on each Managing Director such of the powers exercisable under this Constitution by the Directors as they think fit.
- (b) The Directors may so confer any such powers for the time and to be exercised for any objects and purposes and on any terms and conditions and with such restrictions as they think fit.
  - (c) The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may revoke, withdraw, alter or vary all or any of the powers.

- (d) Notwithstanding any provision of this Constitution, every Managing Director will at all times and in all respects be subject to the control of the Directors.

## **ARTICLE XVIII.**

### **POWERS AND DUTIES OF DIRECTORS**

- 18.01 (a) The management of the business and affairs of the Company is vested in the Directors.
- (b) The Directors may exercise all powers and do all acts and things which the Company is authorised or permitted to exercise and do and which are not by this Constitution or by statute directed or required to be exercised or done by the Company in general meeting.
- (c) The operation and effect of this Clause 18.01 are not limited in any way by Clause 18.02 to 18.05.
- 18.02 (a) Without limiting Clause 18.01, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, to issue debentures or give any other security for a debt, liability or obligation of the Company, to guarantee or to become liable for the payment of money or the performance of any obligations by the Company.
- (b) The Directors must not sell, dispose of or encumber the Company's main undertaking unless the proposed sale or disposal is ratified by the Company at a general meeting.
- 18.03 All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Company, and all receipts for money paid or donated to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine.
- 18.04 The Directors may, by resolution, power of attorney, or other written instrument, appoint any person or persons, to be attorney or agent of the Company for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit.

## **ARTICLE XIX.**

### **PROCEEDINGS OF DIRECTORS**

- 19.01 (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Chairperson may at any time, and the Secretary will on the request of a Director convene a meeting of the Directors.

- (c) The Directors may determine the quorum necessary for the transaction of business.
  - (d) Until otherwise determined, a quorum for the purpose of considering a matter at a meeting shall be one half of the Directors including any Alternate Directors entitled under this Constitution or the Act to vote on a motion that may be moved in relation to such matter at that meeting.
  - (e) If there is a vacancy in the office of a Director, 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 a quorum or of convening a general meeting of the Company.
  - (f) Subject to this Constitution, motions and resolutions arising at any meeting of the Directors will be decided by a majority of votes and each Director has one vote.
  - (g) A person who is an Alternate Director is entitled to one vote (in addition to the Alternate Director's own vote as a Director, if any) on behalf of each Appointer whose alternate the Alternate Director is and who is not personally present.
  - (h) Subject to the Act, in case of an equality of votes the Chairperson of a meeting of Directors will have a second or casting vote.
  - (i) Every Director and Alternate Director who is in Australia must be given at least seven days notice of every Director's meeting, but it is not necessary to give notice to any Director or Alternate Director who is outside Australia.
  - (j) Notice of a meeting of Directors may be given in writing or by radio, telephone, closed-circuit television, email or other electronic means of audio or audio-visual communication.
- 19.02 (a) Without limiting the discretion of the Directors to regulate their meetings under Clause 19.01 the Directors may, if they think fit, confer by radio, telephone, closed-circuit television, web cam, or other electronic means of audio or audio-visual communication.
- (b) Notwithstanding that the Directors are not present together in one place at the time of the conference, a resolution passed by such a conference will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held provided that:
- (i) each of the Directors for the time being entitled to receive notice of meetings of the Directors received notice of the meeting and was offered access to the means by which the conference was to take place;
  - (ii) each of the Directors taking part in the conference was able to hear each of the other Directors taking part in the conference;
  - (iii) each of the Directors at the commencement of the conference acknowledged their presence for the purpose of a meeting of the Directors to all the other Directors taking part;
  - (iv) each Director present at the commencement of the conference will be conclusively

presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the conference;

- (v) any minutes of a conference of the type referred to in Clause 19.02(a) purporting to be signed by the Chairperson of that conference or by the Chairperson of the next succeeding meeting of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference;
  - (vi) when by the operation of Clause 19.02(a) a resolution is deemed to have been passed at a meeting of the Directors, that meeting will be deemed to have been held at such place as is determined by the Chairperson of the relevant conference, provided that at least one of the Directors who took part in the conference was at such place for the duration of the conference.
- (c) A Director may not leave the conference by disconnecting the Director's means of communication unless the Director previously obtains the express consent of the Chairperson of the meeting.
- 19.03 (a) The Directors may elect a Chairperson and a Vice Chairperson, who must be Directors. The Directors may determine the period for which a person elected as Chairperson or Vice-Chairperson is to hold office. If the Directors do not make such a determination then the person concerned will hold office until otherwise resolved by the Directors or until the person ceases to be a Director. The Directors may remove a Chairperson or Vice Chairperson with or without cause at any meeting of the Directors.
- (b) Subject to Clauses 19.03(c) and (d), and subject to the direction of the Directors, the Chairperson:
- (i) presides over all meetings of the Directors;
  - (ii) has the general powers and duties usually vested in the office of Chairperson;
  - (iii) has such other powers and duties as are determined by the Directors from time to time; and
  - (iv) appoints all committees of the Company.
- (c) The Vice Chairperson has all the powers and performs all the duties of the Chairperson in case of the death, disqualification, absence or incapacity of the Chairperson. The Vice Chairperson also has such other powers and responsibilities as are determined by the Directors from time to time.
- (d) If no Chairperson or Vice Chairperson is elected or if at any meeting the Chairperson or Vice Chairperson is not present within half an hour of the time appointed for holding the meeting or is not willing to act as Chairperson for all or part of the meeting, the Directors present will choose one of their number to be Chairperson of that meeting or part of that meeting (as the case may be).
- (e) When a Director who is the Chairperson or Vice Chairperson retires at an annual general meeting either by retirement or otherwise and is re-appointed or re-elected as a Director at that meeting, that Chairperson or Vice Chairperson will not by that fact alone cease to be the Chairperson or Vice Chairperson as the case may be.
- 19.04 (a) If all of the Directors required to be given notice of a meeting as specified in Clause 19.01(i), being not less than the number of Directors required to constitute a quorum for a

meeting of the Directors, have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document or documents as the case may be, a resolution in those terms will be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document or documents on different days, on the day on which, and at the time at which the document was last signed by a Director.

(b) For the purpose of this Clause 19.04:

- (i) two or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be deemed to constitute one document containing a statement in those terms signed by the Directors;
- (ii) a reference to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution ;
- (iii) a document signed by an Alternate Director need not also be signed by the Alternate Director's Appointer and, if signed by a Director who has appointed an Alternate Director, need not be signed by the Alternate Director in that capacity; and
- (iv) any document so signed by a Director may be received by the Company at the Office (or other place agreed by the Directors) by post, facsimile or other electronic means or by being delivered personally by that Director.

19.05 All acts done at any meeting of the Directors or of a committee or by any person acting as a Director will be as valid as if every such person or committee had been duly appointed and every Director was qualified and entitled to vote, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Director or of the committee or of the person acting as aforesaid, or that any Director was disqualified or not entitled to vote.

## **ARTICLE XX.**

### **ALTERNATE DIRECTORS**

20.01 (a) Each Director has the power to appoint any person who is not an auditor of the Company or a partner or employer or employee of an auditor of the Company approved for that purpose by a majority of the other Directors, to be the alternate of the Director in the Appointer's place during such times as the Appointer determines.

(b) The Appointer, at any time and regardless of whether the appointment of the Alternate Director is for a specified period, may revoke the appointment of a person as his or her Alternate Director.

(c) Any appointment or removal of an Alternate Director will be effected by telegram, telex, post, cable, facsimile, email or other notice in writing to the Company.

20.02 (a) Subject to the Act, an Alternate director:

- (i) may act in the place of his or her Appointer;
- (ii) is entitled to attend and vote and be counted in determining a quorum at any meeting of the Directors except while his or her Appointer is present;

- (iii) has all the rights and powers of his or her Appointer (other than those conferred by Clause 20.01) and will be subject to the duties of his or her Appointer;
  - (iv) will be subject in all respects to the conditions applicable to the other Directors; and
  - (v) may act as an Alternate Director to more than one Director and is entitled to one vote in respect of each Appointer where the Appointer is not present.
- (b) Subject to the Act, an Alternate Director is not prohibited from voting or being present in respect of a matter by reason only that the Alternate Director's Appointer is prohibited from voting or being present in respect of that matter.
- 20.03 An Alternate Director is an Officer of the Company and will not be deemed to be the agent of his or her Appointer.
- 20.04 (a) Subject to Clause 20.04(b), if any Appointer ceases to be a Director, his or her Alternate Director (if any) immediately ceases to be an Alternate Director.
- (b) When an Appointer retires at a general meeting and is re-appointed as a Director at that meeting, his or her Alternate Director (if any) will remain an Alternate Director for that Director unless the instrument of appointment of the Alternate Director otherwise provides.
- 20.05 Any instrument appointing an Alternate Director will as nearly as circumstances will admit be in the form set forth in Exhibit "B" attached hereto and incorporated by this reference herein.

## **ARTICLE XXI.**

### **SECRETARY, TREASURER AND STAFF**

- 21.01 A Secretary and a Treasurer will be appointed by the Directors in accordance with the Act for such term, at such remuneration (if any) and on such conditions as they think fit, and any Secretary or Treasurer so appointed may be removed with or without cause by the Directors.
- 21.02 The Secretary and Treasurer are normally entitled to attend but (unless also a Director) may not vote at meetings of the Directors.
- 21.03 The Directors may appoint such staff as they consider necessary to assist in the administration and operation of the affairs of the Company under such terms and conditions as determined by the Directors. The Secretary, Treasurer and staff may serve in an honorary capacity or receive such remuneration as the Directors may from time to time determine.

## **ARTICLE XXII.**

### **COMMITTEES**

- 22.01 (a) The Directors may from time to time appoint persons (who need not be Members or Directors) to standing Committees and ad hoc Committees which the Directors consider necessary to further the work of the Company and must define the function and powers of any such Committee(s) and may remove any Committee member(s) with or without cause or dissolve any Committee(s) as deemed appropriate.

- (b) A quorum will be constituted by fifty percent of the number of persons on a Committee including at least one Director.
- (c) Every Committee so formed must:
  - (i) include at least one Director;
  - (ii) be subject to such directions, conditions and limitations as the Directors may from time to time impose;
  - (iii) keep written minutes of its meetings; and
  - (iv) provide regular reports to the Directors.
- (d) Any proposal to be carried by a Committee must have the support of the Director or Directors who are members of the Committee.
- (e) The purpose and function of any Committee is advisory in nature only and the Directors are under no duty to accept a proposal put forward by a Committee.

22.02 A Committee may meet and adjourn as it thinks appropriate. Subject to Clause 22.01(d), questions arising at any meeting will be determined by a majority vote of the members of the Committee present.

22.04 The Chairperson is ex-officio a member of every Committee.

22.05 (a) Subject to Clause 22.01(c)(i) and in respect of any Executive Committee, a member of a Committee need not be a Member or a Director.

(b) A person who is not a member of a Committee may attend a meeting of a Committee with the approval of the Chairperson of the Committee.

### **ARTICLE XXIII.**

#### **EXECUTIVE COMMITTEE**

23.01 (a) Any Executive Committee established under this Constitution must comprise Directors nominated by the Directors and must include at least two Directors.

(b) To the extent authorized in writing from time to time by the Directors, the Executive Committee may exercise any of the powers of the Directors between meetings of Directors.

(c) Minutes of any meeting of the Executive Committee must be prepared and a copy sent by post, email or facsimile to each Director within fourteen days of the meeting.

## **ARTICLE XXIV.**

### **BOARD OF GOVERNORS**

- 24.01 (a) The Directors may from time to time appoint persons to be Governors of the Company for terms and on conditions they deem appropriate. Governors do not need to be Members of the Company. Each Governor serves at the pleasure of the Directors and may be removed with or without cause as determined by the Directors.
- (b) No Governor may be appointed for a term longer than two years but each Governor will be eligible for re-appointment at the end of the person's term.
- (c) There must be no more than nine Governors.
- (d) Together, the Governors constitute a Board of Governors.
- (e) The Board of Governors must advise and assist the Directors on matters of policy, the conduct of the affairs of the Company and the achievement of its objects.
- (f) The Board of Governors is to consist of prominent layman, businessmen, educators, politicians, clergy and professionals who endorse the objects of the Company.
- (g) The purpose and function of the Board of Governors is advisory in nature only and the Directors are under no duty to accept any recommendation put forth by the Board of Governors.

## **ARTICLE XXV.**

### **MINUTES**

25.01 The Directors will cause minutes of:

- (a) all proceedings and resolutions of meetings of Members;
- (b) all proceedings and resolutions of meetings of the Directors, including meetings of any Committees and the Board of Governors;
- (c) all resolutions passed by Members without a meeting; and
- (d) all resolutions by the Directors without a meeting, to be duly entered in books for that purpose in accordance with the Act.

25.02 The Directors will cause the minutes referred to in Clause 25.01(a) and (b) to be signed by:

- (a) the Chairperson of the meeting at which the proceedings took place or at which the resolutions were proposed; or
- (b) the Chairperson of the next succeeding meeting.

- 25.03 Where the minutes referred to in Clauses 25.01(a) and (b) are signed in accordance with Clause 25.02, those minutes shall be presumed to be an accurate record of the relevant proceedings and resolutions unless the contrary is proved.
- 25.04 Books containing the minutes of proceedings of meetings of Members will be open for inspection by any Member without charge.

## **ARTICLE XXVI.**

### **EXECUTION OF DOCUMENTS**

- 26.01 (a) The Directors may provide a Seal for the Company and will provide for the safe custody of that Seal.
- (b) The Seal will only be used by the authority of the Directors or of a Committee of the Directors authorized by the Directors in that behalf.
- 26.02 (a) The Company may execute a document using a Seal if the Seal is affixed to the document and the affixing of the Seal is witnessed by:
- (i) two Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for this purpose.
- (b) The Company may execute a document without using a Seal if the document is signed by:
- (i) two Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for this purpose.
- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Clause 26.02(a) or (b).
- 26.03 The Directors may determine either generally or in a particular case and in any event subject to such conditions as they think fit that wherever a signature is required by this Constitution on a document to or in which the Seal is affixed or incorporated, that requirement will be satisfied by a facsimile of the signature affixed by mechanical or other means.
- 26.04 Any instrument bearing the Seal if issued for valuable consideration will be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same, or the circumstances of its issue.

## **ARTICLE XXVII.**

### **ACCOUNTS**

- 27.01 The Company will keep such accounting and other records of the business of the Company as it is required to keep by the Act and the *ITAA 1997*.
- 27.02 At the annual general meeting in every year the Directors will lay before the Company the financial report for the last financial year of the Company, together with such other accounts, reports and statements as are required by the Act.
- 27.03 Other than those Members who have provided written notice to the Company stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting by Clause 27.02, a copy of these documents will be sent to all persons entitled to receive notice of meetings of the Company's Members together with the notice of meeting, as required by the Act.
- 27.04 Every account of the Directors when audited and approved or received by a general meeting at which it is presented will be conclusive except as regards any material error discovered in it within three months next after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.

## **ARTICLE XXVIII.**

### **BANK ACCOUNTS**

- 28.01 (a) All funds received by the Company must be deposited in a Bank Account relating to the activity to which the funds are intended to be used and shall be kept separate from other funds.
- (b) If and when permitted by law, there is to be maintained two Bank Accounts, and the separate records relating to such Accounts, as follows:
- (i) an account in the name "Olive Tree Media Ltd General Account"; and
  - (ii) an account in the name "Olive Tree Media Ltd Public Fund"
- (c) The Olive Tree Media Ltd General Account is to be used for:
- (i) the receipt of funds for which no tax deductible receipt has been provided;
  - (ii) the expenditure of funds by the authority of the Directors for purposes associated with the attainment of the objects of the Company.
- (d) The Olive Tree Media Ltd Public Fund is to be used for:
- (i) the receipt of funds for which a tax deductible receipt has been provided;
  - (ii) subject to the provisions of Clause 28.02, the expenditure of funds as authorized by a Subcommittee of the Board established for this purpose.
- (e) All cheques drawn against any of the Company's Bank Accounts must be marked to

indicate that they are not negotiable and that they must be payable to the payee's account. Any cheque must be signed by any two of the Directors or other persons nominated by the Directors for this purpose.

- (f) The Directors may impose such conditions relating to the operation of the Bank Accounts as they consider appropriate as being in the prudential interests of the Company.
- (g) All moneys disbursed by the Company must be paid from a Bank Account or from a petty cash fund approved by the Directors.

28.02 (a) The Company will establish and maintain a public fund

- (b) Tax deductible donations will be deposited into the public fund listed on the Register of Cultural Organisations. Income and assets will be kept separate from other funds of the Company and will only be used to further the principal purpose of the Company. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the ATO.
- (c) The fund will be administered by a Subcommittee of the Board, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility distinct from their obligations in regard to the cultural objectives of the Company.
- (d) The Department responsible for the administration of the Register of Cultural Organisations will be notified of any proposed amendments or alterations to provisions for the public fund in this Constitution in order to assess the effect of such amendment on the public fund's continuing Deductible Gift Recipient status

## **ARTICLE XXIX.**

### **AUDITORS**

29.01 The auditors of the Company will:

- (a) be appointed by the Directors and may be removed as provided in the Act;
- (b) perform the duties and have the rights and powers as may be provided in the Act; and
- (c) be remunerated as determined by the Directors.

## **ARTICLE XXX.**

### **INSPECTION OF RECORDS**

30.01 (a) The Directors will determine whether and to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Company will be open to the inspection of Members.

- (b) Subject to the Act, (but excluding section 247D of the Act), a Member does not have the right, but may in the absolute discretion of the Directors be authorized, to inspect or to require or receive any information, or to require discovery of any record or document of the Company or any information respecting any detail of the Company's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information, mystery of trade or secret process which may relate to the conduct of the business of the Company.

## **ARTICLE XXXI.**

### **NON-DISCLOSURE**

- 31.01 (a) Every Director, Managing Director, manager, Secretary, Treasurer, auditor, trustee, member of a Committee or the Board of Governors, agent, accountant, staff member or other Officer is bound to observe secrecy with respect to all accounting and other records of the Company including all transactions of the Company
- (b) If required by the Directors, every such person will, before commencing that person's duties or employment or at any time afterwards, sign and make declaration in a book to be kept for that purpose that they will not reveal or make known any of the matters, affairs or concerns which may come to their knowledge as Director, Managing Director, manager, Secretary, Treasurer, auditor, trustee, member of a Committee or the Board of Governors, agent, accountant, staff member or other Officer and whether relating to activities and/or transactions of the Company, or the state of the account of any individual or to anything else, to any person or persons except in the course and in the performance of their duties, or under compulsion or obligation of law, or when officially required so to do by the Directors or by the auditors for the time being, or by any general meeting of Members.

## **ARTICLE XXXII.**

### **PROHIBITIONS**

- 32.01 (a) Subject to Clauses 32.01(b) and (c), no Member or Director may receive directly or indirectly any salary, compensation or other benefit from the Company in respect of that person's capacity as a Member or Director.
- (b) By resolution passed by the Directors expenses for attendance by a Director at a meeting of the Company may be allowed.
- (c) A Director may be reimbursed for out-of-pocket expenses incurred in the performance of any duty as Director if the amount payable does not exceed an amount previously approved by the Directors.

## **ARTICLE XXXIII.**

### **NOTICES**

- 33.01 (a) A notice may be served by the Company on a Member or other person receiving notice

under this Constitution by any of the following methods:

- (a) by serving it personally on the Member;
  - (b) by leaving it at the address of the Member in the Register;
  - (c) by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the address of the Member in the Register; or
  - (d) by sending it by facsimile transmission or email to a facsimile number or email address nominated by the Member for the purpose of serving notice on the Member.
- (b) For the purposes of Clause 33.01(b) and (c), a Member may provide the Company with an address other than that of the address of the Member in the Register for the purpose of serving notice on that Member.
- 33.02 Each Member whose address in the Register is not in Australia may at any time notify in writing to the Company an address, facsimile number or email address in Australia which will be deemed to be that Member's address in the Register, facsimile number or email address within the meaning of Clause 35.01.
- 33.03 If the address of a Member in the Register is not within Australia, all notices will be posted by air-mail, or sent by facsimile transmission, email or air courier.
- 33.04 Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated be sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Members as nominated by the Members in the Register as their address for purpose of serving notices.
- 33.05 Any notice sent by post, air-mail or air courier will be deemed to have been served three business days following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier, and in proving service it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any manager, Secretary or other Officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof.
- 33.06 Any notice sent by facsimile transmission or email will be deemed to have been served on the receipt by the Company of a transmission report confirming successful transmission.
- 33.07 The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed by mechanical or other means.
- 33.08 Where a period of notice is required to be given, the day on which the notice is dispatched and the day of the doing the act or other thing will not be included in the number of days or other period.

**ARTICLE XXXIV.**

**DIRECTORS: INDEMNITIES AND INSURANCE**

34.01 To the extent permitted by law:

- (a) the Company must indemnify, on a full indemnity basis every person who is or has been an Officer of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person the Act; and
- (b) the Company must indemnify, on a full indemnity basis every person who has been an Officer of the Company against any liability incurred by the person, as an Officer of the Company, to another person (other than the Company) unless the liability arises out of conduct involving a lack of good faith.

34.02 To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company against liability:

- (a) incurred by the person in his or her capacity an Officer of the Company or in the course of acting in connection with the affairs of the Company or otherwise arising out of the Officer's holding such office, provided that the liability does not arise out of conduct involving a willful breach of duty in relation to the Company or a contravention of the Act; or
- (b) for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

34.03 In Clauses 34.01 and 34.02:

- (a) the term "Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as an Officer or in the course of acting in connection with the affairs of the Company or otherwise arising out Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company.
- (b) the term "Officer" has the meaning given to that term in Section 82A of the Act.

The undersigned, whose signatures are subscribed hereto, being the subscribers to the Constitution, hereby agree to the Constitution.

AS THE FOUNDING MEMBERS:

Karl Faase                      Signature: \_\_\_\_\_                      Dated: \_\_\_\_\_

Jane Faase                      Signature: \_\_\_\_\_                      Dated: \_\_\_\_\_

Vivian Grice	Signature: _____	Dated: _____
Kevin Jamieson	Signature: _____	Dated: _____
John Kranenburg	Signature: _____	Dated: _____
Greg Low	Signature: _____	Dated: _____
Tim McAleer	Signature: _____	Dated: _____

AS THE FOUNDING DIRECTORS:

Karl Faase	Signature: _____	Dated: _____
Vivian Grice	Signature: _____	Dated: _____
Kevin Jamieson	Signature: _____	Dated: _____
John Kranenburg	Signature: _____	Dated: _____
Greg Low	Signature: _____	Dated: _____
Tim McAleer	Signature: _____	Dated: _____

AS THE FOUNDING OFFICE BEARERS:

Karl Faase Managing Director	Signature: _____	Dated: _____
Jane Faase Secretary & Treasurer	Signature: _____	Dated: _____
Xxxxx Xxxxxx Chairman	Signature: _____	Dated: _____
Xxxxx Xxxxxx Vice Chairman	Signature: _____	Dated: _____

- Appendices to be added:
- Statement of Faith
  - Instrument to appoint a Proxy
  - Instrument to appoint an Alternate Director