Constitution of LiverWELL Limited

A public company limited by guarantee
Corporations Act 2001

20 October 2026

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Constitution

1. Definitions and interpretation

1.1 Definitions

In this Constitution:

Board means the board of directors of the Company.

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria.

Chair means the Director who holds this office pursuant to clause 18.

Company means the company described in clause 2.

Constitution means this constitution, including any amendments.

Corporations Act means the *Corporations Act 2001* (Cth).

Deputy Chair means the Director who holds this office pursuant to clause 18.

Director means a director appointed or elected under clause 17.

Directors means the members individually or collectively of the Board.

Electronic Voting means an electronic vote of members (including voting using electronic means, computer-mediated voting and voting via electric mail) conducted in accordance with this Constitution and the Regulations made for this purpose from time to time.

ITAA means the *Income Tax Assessment Act 1997* (Cth).

Law includes:

(a) any law, regulation, authorisation, ruling, judgment, order or decree of any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity in Australia; and

(b) any statute, regulation, proclamation, ordinance or by-law in Australia.

Member means a person admitted to membership of the Company.

Member Present means a Member present in person or by proxy or representative at a general meeting of the Company and entitled to vote on a resolution.

Purpose means the purpose of the Company set out in clause 3.1.

Register means the register of Members required to be kept in accordance with the Corporations Act.

Relevant Law means:

(a) the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);

(b) the *Australian Charities and Not-for-profits Commission Regulations 2013* (Cth);

(c) the *Charities Act 2013* (Cth);

the ITAA;

(d) the Corporations Act;

(e) the *Corporations Regulations 2001* (Cth); or

(f) any:

(i) class order or regulatory guide issued by the Australian Securities and Investments Commission;

(ii) public or private ruling issued by the Australian Taxation Office; or

(iii) Commissioner's Interpretation Statement issued by the Australian Charities and Not-for-profits Commission.

Secretary means a secretary of the Company appointed pursuant to clause 18.

Special Resolution means, subject to any Relevant Law, a resolution:

(a) of which notice has been given in accordance with clause 11; and

(b) that has been passed by at least 75% of the votes cast by Members Present.

Treasurer means the Director who holds this office pursuant to clause 18.

Deputy Chair means the Director who holds this office pursuant to clause 18.

1.2 Application of the Corporations Act

1.2.1 The replaceable rules in the Corporations Act do not apply to the Company.

(a) A word or expression that is defined or used in the Corporations Act has the same meaning in this Constitution, unless it is given a different meaning in this Constitution.

1.3 Inconsistency

1.4.1 In the case of any inconsistency, the Relevant Law prevails over this Constitution.

1.4 Interpretation

In this Constitution, unless the context requires otherwise:

1.4.2 a person includes a firm, partnership or other unincorporated body, joint venture, association, corporation or other body corporate;

1.4.3 any legislation (including subordinate legislation) includes that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;

1.4.4 this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;

1.4.4 any body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the Original Body;

1.4.5 a person holding or occupying an office or position includes a reference to any person who occupies or performs the duties of that office or person for the time being;

1.4.6 a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;

1.4.7 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;

1.4.8 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

1.4.9 the singular includes the plural and vice versa;

1.4.10 a gender includes every other gender;

1.4.11 the word **includes** in any form is not a word of limitation; and

1.4.12 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

2. Name

The name of the Company is LiverWELL Limited.

3. Purpose

3.1 The purpose of the Company is to promote the prevention and to reduce the impact of liver disease (including viral hepatitis) in people in Australia.

3.2 To achieve this Purpose, the Company may:

3.2.1 lead the community response and drive awareness in relation to liver disease;

3.2.2 assist people to understand and manage their liver health;

3.2.3 champion best practice liver care, including in prevention, testing, treatment and cure;

3.2.4 improve public understanding of how to prevent liver disease;

3.2.5 act to combat stigma and discrimination associated with liver disease (including viral hepatitis);

3.2.6 advocate for an increased investment in and expanded response to liver health; and

3.2.7 engage in such other activities which are incidental or ancillary to the Purpose.

4. Powers

Solely for carrying out the Purpose, the Company has the legal capacity and powers of an individual and all the powers of a body corporate, other than the power to issue shares.

5. Member liability and guarantee

5.1 The liability of each Member is limited to the amount set out in clause 5.2.

5.2 Each Member undertakes to contribute a maximum of $10.00 to the Company if it is wound

up:

5.2.1 while the Member is a Member; or

5.2.2 within one year after that Member ceases to be a Member,

for:

5.2.3 the debts and liabilities of the Company contracted while that Member was a Member;

5.2.4 the costs, charges and expenses of winding up; and

5.2.5 any adjustments of the rights of Members among themselves.

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6. Application of income and property

6.1 Promotion of Purpose

6.1.1 All of the income and property of the Company must be applied solely towards the furtherance and promotion of the Purpose.

6.1.2 No part of the income or property may be paid or transferred directly or indirectly by way of dividend, bonus or other profit distribution to any of the Members (in their capacity as Members) or Directors.

6.2 No Directors' fees

The Company must not pay a Director any remuneration for services as a Director or services on a Board committee.

6.3 Payments in good faith

6.3.1 Clauses 6.1 and 6.2 do not prevent payment in good faith to an officer or Member, or to a firm of which an officer or Member is a partner:

(a) of remuneration for services to the Company;

(b) of reimbursement for expenses properly incurred on behalf of or for the purposes of the Company;

(c) for goods supplied to the Company in the ordinary course of business;

(d) of interest on money borrowed by the Company or rent for premises let to the Company, where:

(i) the interest or rent has the prior approval of the Board; and

(ii) the amount payable is not more than an amount which commercially would be reasonably paid,

provided that any such payment to a Director must comply with clause 6.3.2.

6.3.2 The Company must not make any payment to a Director for goods or services rendered by that Director to the Company, unless:

(a) the provision of those goods or services has the prior consent of the Board;

(b) the amount payable is on reasonable commercial terms or at rates more favourable to the Company; and

(c) the payment has the prior approval of the Board.

6.3.3 This clause 6 does not prohibit indemnification of or payment of premiums on contracts of insurance for any Director to the extent permitted by the Relevant Law and this Constitution.

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7. Membership

7.1 General

7.1.1 On the adoption of this Constitution, the Members of the Company are the persons who were members immediately prior to the adoption of this Constitution.

7.2 Categories of membership

The Company has the following categories of membership:

7.2.1 General Members – for any individual or incorporated or unincorporated organisation, who (or which) supports the Purpose and this Constitution; and

7.2.2 Life Members – for any individual approved by the Board, following nomination by a Member, as deserving of special recognition for outstanding service to the Company over a substantial period of time, who supports the Purpose and this Constitution.

7.3 Applying for membership

7.3.1 Each applicant for membership must apply in the form and manner determined by the Board from time to time.

7.3.2 The Board must consider each application for membership it receives and determine whether to accept or reject the application.

7.3.3 The Board does not need to give any reason for rejecting an application. If the Board rejects an application, the Secretary will notify the applicant.

7.3.4 If the Board approves an application for membership, the Secretary will enter the name of the applicant in the Register and notify them. The applicant becomes a Member when their name is entered in the Register.

7.4 Not transferrable

7.4.1 Membership is not transferrable.

7.5 Member's rights generally

7.5.1 A Member has the right to receive notices of any general meeting, to attend and be heard at any general meeting and to one vote at any general meeting.

7.5.2 A Life Member is not required to pay membership or other fees.

7.6 Fees

7.6.1 The Board may prescribe:

(a) the costs payable by Members by way of membership fees and such other fees as the Board thinks fit; and

(b) when and in what circumstances these fees are payable.

7.6.2 The Board must give Members not less than one month's notice of any change to the fees.

7.6.3 Payment of the prescribed fees (if any) renders a Member financial. If a Member fails to pay the fees prescribed by the Board pursuant to clause 7.6 within 2 months of such fees becoming due and payable and fails to rectify that default within one month of being given notice to do so, then upon the expiration of the period of notice, the Member will cease to be a Member.

8. Register of Members

8.1 The Company must establish and maintain a Register in accordance with the Corporations Act and otherwise as the Board determines.

8.2 Any dispute that arises in relation to the Register must be referred to the Board, whose decision will be final and binding on all Members.

9. Representative

9.1 Where a Member is not a natural person, it must appoint in writing as its representative a natural person (**Representative**).

9.2 The name and address of the Representative will be entered in the Register and all correspondence and notices from the Company will be served on that Representative.

9.3 The nomination must set out what the Representative is appointed to do and may set out restrictions on the Representative's powers. If the appointment is made by reference to a position held, the appointment must identify the position. Unless otherwise specified, the Representative may exercise on the Member's behalf, all the powers that the Member could exercise at a meeting or in voting or a resolution.

9.4 A Member may remove and replace its Representative where the Member gives written notice to the Company in a form approved by the Board.

10. Cessation of Membership

10.1 Resignation and other events

A Member will cease immediately to be a Member if the person:

10.1.1 resigns in writing to the Company;

10.1.2 being an individual, dies;

10.1.3 being a body corporate, becomes insolvent, a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the body corporate or body corporate enters into a scheme of arrangement with its creditors or is wound up;

10.1.4 ceases to be a Member under clause 7.6.3 (non-payment of fees)

10.1.5 is expelled in accordance with clause 10.2; or

10.1.6 becomes, as determined by the Board in its absolute discretion, an untraceable Member because they have ceased to be located at, attend or otherwise communicate with, their registered address.

10.2 Expulsion

10.2.1 The Board, by ordinary resolution may expel a Member or implement appropriate disciplinary action (including temporary suspension of membership rights) if the Member:

(a) has failed to comply with this Constitution;

(b) has acted in a way which indicates that the Member will not support the Purpose; or

(c) has engaged in conduct detrimental to the interests of the Company.

10.2.2 At least one month before the meeting of the Board at which a resolution referred to in clause 10.2.1 is considered, the Member must be:

(a) served notice of the meeting including the particulars of the alleged act, omission or conduct complained of and the intended resolution; and

(b) given the opportunity to present in writing or orally (or both) at the meeting and before the passage of the resolution any explanation the Member thinks fit,

and the Board will take the explanation into consideration.

10.2.3 The Board will serve the Member with notice of any Board resolution made at the meeting described in clause 10.2.1.

10.2.4 If the Board resolves to expel the Member, that Member will cease to be a Member on the service of such notice.

10.3 Removal from the Register

10.3.1 If a person ceases to be a Member, their name must be removed from the Register.

10.3.2 On the removal of a Member's name from the Register:

(a) the Member will forfeit all rights and privileges attaching to Membership and all rights which the Member may have against the Company arising out of the Membership; and

(b) the Company will have no liability to that Member arising from the Member ceasing to be a Member or the Member's removal from the Register.

10.4 Surviving liability

Any Member who ceases to be a Member remains liable:

10.4.1 for any money owing to the Company; and

10.4.2 if the Company is wound up within one year of the date of cessation of Membership, for the Member's contribution under clause 5.2.

11. General meetings

11.1 The Board may convene a general meeting

The Board may call a general meeting at any time.

11.2 Convening a general meeting when requested by Members

11.2.1 Subject to the Relevant Law, if Members with at least 10% of the votes that may be cast at a general meeting make a written request to the Company for a general meeting to be held, the Board must:

(a) within 21 days of the Members' request, give all Members notice of a general meeting; and

(b) hold the general meeting within 2 months of the Members' request.

11.2.2 For the purposes of clause 11.2.1, the percentage of votes held by Members requesting the general meeting is counted as at midnight immediately prior to the request being made of the Company.

11.2.3 The Members who make the request for a general meeting must:

(a) state in the request any resolution to be proposed at the general meeting;

(b) sign the request; and

(c) give the request to the Company.

11.2.4 Several copies of the document setting out the request may be signed by Members if the wording of the request is the same in each copy.

11.3 General meetings called by Members

11.3.1 If the Board does not call a meeting within 21 days of being requested under clause 11.2.1, 50% or more of the Members who made the request may call and arrange to hold a general meeting.

11.3.2 To call and hold a meeting under clause 11.3.1, the Members must:

(a) as far as possible, follow the procedures for general meetings set out in this Constitution;

(b) call the meeting using the list of Members on the register, which the Company must provide to the Members making the request at no cost; and

(c) hold the general meeting within 3 months of the request being given to the Company.

11.3.3 The Company must pay the Members who request the general meeting any reasonable expenses they incur because the Board did not call and hold the meeting.

11.4 Annual general meeting

11.4.1 The Company must hold an annual general meeting in every calendar year at the time and place determined by the Board.

11.4.2 The business of an annual general meeting may include any of the following matters, even if not referred to in the notice of meeting:

(a) a review of the Company's activities;

(b) a review of the Company's finances;

(c) any auditor's report;

(d) the election and appointment of Directors;

(e) the appointment of the auditor and fixing the auditor's remuneration; and

(f) any other business which may lawfully be transacted at a general meeting.

11.4.3 Before or at the annual general meeting, the Board must give information to the Members on the Company's activities and finances since incorporation or the last annual general meeting, as applicable.

11.4.4 The chairperson of the annual general meeting must give the Members as a whole a reasonable opportunity to:

(a) ask questions and make comments about the management of the Company; and

ask the auditor or their representative (if any and if present) questions relevant to the conduct of the audit and the preparation and content of the auditor's report (if any) for the Company.

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12. Notice of general meetings

12.1 General

12.1.1 The Board must give not less than 21 days' written notice of a general meeting to the Members, the Directors and the Company's auditor (if any).

12.2 Shorter notice

12.2.1 Subject to clause 12.2.2, notice of a general meeting may be provided less than 21 days before the meeting if:

(a) for an annual general meeting, all the Members entitled to attend and vote at the annual general meeting agree beforehand; or

(b) for any other general meeting, Members with at least 95% of the votes that may be cast at that meeting agree beforehand.

12.2.2 Notice of a meeting cannot be provided less than 21 days before a meeting if a resolution will be moved to:

(a) remove a Director;

(b) appoint a Director in order to replace a Director who was removed; or

(c) remove an auditor.

12.3 Contents of notice

The notice of general meeting must specify the following information:

12.3.1 the place, the day and the hour of meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);

12.3.2 Electronic Voting instructions if applicable;

12.3.3 the general nature of the meeting's business;

12.3.4 if applicable, a statement that a Special Resolution is to be proposed and the words of the proposed Special Resolution;

12.3.5 a statement that a Member entitled to vote has the right to appoint a proxy and

that, if a Member appoints a proxy:

(a) the proxy must be a Member entitled to vote in their own capacity;

(b) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and

(c) the proxy form must be delivered to the Company at least 48 hours before the meeting.

12.4 Failure to receive notice

12.4.1 The accidental omission to give notice of a meeting to any Member or the non-receipt of such notice by any Member does not invalidate any resolution passed at, or proceeding of, that meeting.

12.4.2 A person's attendance at a general meeting waives any objection that the person may have to:

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

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

13. Proceedings at general meetings

13.1 Use of technology

13.1.1 A general meeting may be held as a physical meeting in 2 or more places and using virtual meeting technology (**Hybrid Meeting**) or using virtual meeting technology only, as determined by the Board acting reasonably, provided that Members as a whole are given a reasonable opportunity to participate.

13.1.2 Where clause 13.1.1 applies:

(a) a Member participating in such a meeting is taken to be present in person at the meeting;

(b) all the provisions in this Constitution relating to general meetings apply, so far as they can and with necessary changes, to meetings using the technology; and

(c) the meeting is taken to be held at the place determined by the chairperson of the meeting, if at least one Member was at that place for the duration of the meeting.

13.2 Quorum at general meetings

13.2.1 No business may be transacted at any general meeting, except the adjournment of the meeting, unless there is a quorum.

13.2.2 A quorum for a general meeting is the lesser of 10 Members or 20% of the total number of Members.

13.2.3 If a quorum is not present within 30 minutes after the time appointed for a general

meeting:

(a) if convened on the requisition of Members, the meeting will be dissolved; and

(b) in any other case, the meeting is adjourned to the day, and at the time and place, that the chairperson of the meeting decides. If the chairperson does not make a decision, the meeting will be adjourned to the same day in the next week at the same time and place. If at that adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Members Present (being not less than 2) will comprise a quorum.

13.3 Chairperson

13.3.1 The Chair must act as chairperson at a general meeting if the Chair of the Board is present within 15 minutes after the time appointed for the general meeting and is willing to act.

13.3.2 The Deputy Chair of the Board must act as chairperson at a general meeting if:

(a) there is no Chair; or

(b) the Chair is not present at the meeting; or

(c) the Chair is not willing to act as chairperson of the meeting.

13.3.3 The Members will choose one of the other Directors present at the general meeting to act as chairperson if:

(a) there is no Chair or Deputy Chair; or

(b) neither the Chair nor the Deputy Chair is present at the meeting; or

(c) neither the Deputy Chair nor the Chair is willing to act as chairperson of the meeting.

13.4 Conduct of general meetings

13.4.1 The general conduct of each general meeting and the procedures to be adopted at the meeting will be determined by the chairperson.

13.4.2 In particular, the chairperson of a general meeting may:

(a) require the adoption of any procedure which is, in the chairperson's opinion, necessary or desirable for proper and orderly debate or discussion or for the proper and orderly casting or recording of votes at the meeting; and

(b) terminate discussion or debate on any matter whenever the chairperson considers it necessary or desirable for the proper conduct of the meeting.

13.5 Adjournment

13.5.1 The chairperson of a general meeting may, and must if directed by the meeting, adjourn the meeting from time to time and from place to place. No new business may be transacted at any adjourned meeting. An adjourned meeting must only transact the business left unfinished at the meeting from which the adjournment took place.

13.5.2 If the meeting is adjourned for more than 30 days, notice of an adjournment or of the business to be transacted at an adjourned meeting must be given.

13.6 Members' resolutions and statements

13.6.1 Members with at least 5% of the votes that may be cast on a resolution may give:

(a) written notice to the Company of a resolution they propose to move at a general meeting (**Members' Resolution**); and/or

(b) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a general meeting (**Members' Statement**).

13.6.2 A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.

13.6.3 A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Members making the request.

13.6.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.

13.6.5 The percentage of votes that Members have (as described in clause 13.6.1) is to be worked out as at midnight before the request or notice is given to the Company.

13.6.6 If the Company has been given notice of a Members' Resolution under clause 13.6.1(a), the resolution must be considered at the next general meeting held more than 2 months after the notice is given.

13.6.7 This clause does not limit any other right that a Member has to propose a resolution at a general meeting.

13.7 Company must give notice of proposed resolution or distribute statement

13.7.1 If the Company has been given a notice or request under clause 13.6:

(a) in time to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, it must do so at the Company's cost; or

(b) too late to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' Resolution or a copy of the Members' Statement. However, at a general meeting, the Members may pass a resolution that the Company will pay these expenses.

13.7.2 The Company does not need to send the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members if:

(a) it is more than 1,000 words long;

(b) the Board considers it may be defamatory;

(c) clause 13.7.1(b) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution or a copy of the Members' Statement to Members; or

(d) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a general meeting or is otherwise not a valid resolution able to be put to the Members.

13.1 Auditor's right to be heard

The Company's auditor, if any, is entitled to:

13.1.1 attend any general meeting of the Company;

13.1.2 be heard at any general meeting of the Company on any part of the business of the meeting that concerns the auditor in their capacity as auditor, even if:

(a) the auditor retires at the general meeting; or

(b) the Members Present pass a resolution to remove the auditor from office; and

13.1.3 authorise a person in writing to attend and speak at any general meeting as the auditor's representative.

14. Decisions at general meetings

14.1 General

14.1.1 Except for a resolution which the Relevant Law requires to be passed by a special majority, questions at a general meeting must be decided by a majority of votes cast by the Members Present.

14.2 Voting by show of hands

14.2.1 A resolution proposed at a general meeting must be decided on a show of hands unless a poll is demanded or the Directors determine that a poll must be conducted. Voting at a Hybrid Meeting or a wholly virtual meeting will be by ballot, which may occur via Electronic Voting.

14.2.2 If there is an equal number of votes for and against a proposed resolution on a show of hands:

(a) the chairperson of the meeting will not have a second or casting vote; and

(b) the proposed resolution is taken to have been lost.

14.2.3 On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson, nor the minutes, need to state the number or proportion of the votes recorded in favour or against the resolution.

14.3 Voting by poll

14.3.1 The chairperson or any 3 Members Present may demand a poll before or on the declaration of the result of a show of hands.

14.3.2 A poll demanded on the election of a chairperson, or on a question of adjournment, must be taken immediately. Otherwise, the poll will be taken in the manner and at the time and place as the chairperson of the meeting directs, and either at once or after an interval or adjournment or otherwise.

14.3.3 The result of the poll is the resolution of the meeting at which the poll was demanded.

14.3.4 The demand for a poll may be withdrawn.

14.3.5 If there is a dispute as to the admission or rejection of a vote, the chairperson will finally determine that dispute.

14.3.6 At a poll, the chairperson will have a casting vote in addition to any deliberative vote to which they may be entitled.

14.3.7 The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

14.4 Decisions without a meeting

14.4.1 Subject to clause 14.4.3, the Board may put a resolution to the Members entitled to vote on that resolution without a general meeting being held (**Circular Resolution**).

14.4.2 The Board must notify the auditor (if any) as soon as possible that a Circular Resolution has or will be put to Members and set out the wording of the resolution.

14.4.3 Circular Resolutions may not be used:

(a) for a resolution to remove an auditor, appoint a Director or remove a Director;

(b) for passing a Special Resolution; or

(c) where the Corporations Act or this Constitution requires a meeting to be held.

14.4.4 A Circular Resolution is passed if a majority of the Members entitled to vote on the resolution sign or agree to the Circular Resolution, in the manner set out in clauses 14.4.5 or 14.4.6.

14.4.5 Members may sign:

(a) a single document setting out the Circular Resolution and containing a statement that they agree to the resolution; or

(b) separate copies of that document, as long as the wording is the same in each copy.

14.4.6 The Company may send a proposed Circular Resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

14.4.7 The single or several documents constituting the Circular Resolution under this clause 14.4 must be entered in the relevant book of minutes of the Company.

14.5 Evidence of resolution

A declaration by the chairperson that a resolution has been passed or lost (having regard to the majority required) and an entry to that effect in the books of the Company, signed by the chairperson of that or the next succeeding meeting, will be conclusive evidence that the resolution has been passed or lost without proof of the number or proportion of the votes recorded in favour of or against the resolution.

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15. Proxies

15.1 General

Any Member entitled to vote may appoint a natural person who is a Member entitled to vote in their own capacity as a proxy to vote on the Member's behalf and may direct the proxy to vote either for or against each or any resolution.

15.2 Instrument appointing proxy

15.2.1 The Company must receive the instrument appointing a proxy (and an original or certified copy of the power of attorney, if any, under which it is signed) at:

(a) the registered office of the Company;

(b) a facsimile number (if any) at the registered office of the Company; or

(c) a place, fax number or electronic address specified for such purpose in the notice of meeting,

not less than 48 hours before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument is to vote.

15.2.2 Unless the contrary is stated on it, an instrument appointing a proxy is valid for any adjournment of the meeting to which it relates.

15.3 Form of proxy

An instrument appointing a proxy must contain the following information:

15.3.1 the Member's name and address;

15.3.2 the Company name;

15.3.3 the type of membership held by the Member;

15.3.4 the proxy's name or the name of the office held by the proxy; and

15.3.5 the meetings at which the appointment may be used,

and be signed by the appointor or his or her attorney.

15.4 Voting instructions

An instrument appointing a proxy may specify the way in which the proxy is to vote for a particular resolution and if so, the proxy is not entitled to vote on the resolution except as specified in the instrument.

15.5 Authority

An instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll and will (except to the extent to which the proxy is specifically directed to vote for or against any proposal) include power to act generally at the meeting for the person giving the proxy.

16. Attorneys

16.1 Appointment by Member

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all or certain specified meetings of the Company. That power of attorney must be produced for inspection at the registered office of the Company or any other place the Board determines, together with evidence of the due execution of it the Board requires, before the attorney will be entitled to appoint a proxy for the Member granting the power of attorney.

16.2 Appointment by Directors

The Directors may, by power of attorney, appoint any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. Such appointment may be for any purposes and with powers, authorities and discretions (not exceeding those

vested in or exercisable by the Directors under this Constitution) and for periods and subject to any conditions as the Directors think fit. Any power of attorney may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit and may also authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them.

17. Directors

17.1 Number and qualifications of Directors

17.1.1 The Board will consist of up to 9 Directors with a minimum of 6 Directors, except during any period of a casual vacancy.

17.1.2 The Board will comprise individuals who have the skills and experience determined by the Board from time to time which are relevant to the pursuit of the Purpose.

17.1.3 Each candidate for election or appointment as Director must:

(a) be a Member;

(b) not be an employee of the Company;

(c) be eligible under the Relevant Law to be a Director; and

(d) give their prior written consent to be a Director.

17.2 Term of office generally

A Director:

17.2.1 will hold office for a term of 3 years from the end of the annual general meeting at which they are appointed until the end of the third annual general meeting following that appointment (at which time they may be eligible for reappointment subject to clause 17.2.2); and

17.2.2 a Director may only serve a maximum of 9 years , and upon reaching the maximum term must have a break of at least 3 years before being eligible for reappointment.

17.3 Not used

17.4 Nominations Committee

17.4.1 The Board must establish a nominations committee (**Nominations Committee**) to assist and advise the Directors on the nomination of suitable candidates for appointment as Directors, including by receiving and proposing nominations of candidates, having regard to the composition of the Board described in clause 17.1. The Nominations Committee otherwise has the title, roles and responsibilities as the Board determines from time to time.

17.4.2 The Nominations Committee will comprise at least 2 Directors, with at least one who is skilled and experienced in board governance and director recruitment.

17.4.3 A member of the Nominations Committee who meets the general criteria under clause 17.1.3 and has the relevant skills and experience determined by the Board under clause 17.1.2 may be nominated as a candidate for appointment, notwithstanding their membership of the Nominations Committee.

17.5 Appointment

17.5.1 Prior to an annual general meeting at which one or more Directors will retire, the

Nominations Committee will:

(a) identify suitable candidates including by receiving and considering nominations, including from Members, for appointment to any forthcoming vacancy on the Board; and

(b) make recommendations to the Board of at least one candidate for each vacancy who:

(i) meets the general criteria under clause 17.1.3; and

(ii) has relevant skills and experience, having regard to the requirements of the Company from time to time.

17.5.2 If the Board considers there are insufficient suitable candidates recommended by the Nominations Committee under clause 17.5.1 to fill all vacant positions, the Board may request the Nominations Committee to propose additional candidates.

17.5.3 In addition to those put forward by the Nominations Committee, the Board may propose, in relation to any vacancy, a candidate (or more than one candidate) who:

(a) meets the general criteria under clause 17.1.3; and

(b) has relevant skills and experience, having regard to the requirements of the Company from time to time.

17.5.4 If there are more candidates nominated than there are vacancies, balloting lists will be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies. The chairperson of the general meeting will declare elected as Directors those candidates matching the number of vacancies who have received the greatest number of votes.

17.5.5 If there are no more candidates nominated than there are vacancies, the chairperson of the general meeting will declare those candidates to be elected as Directors.

17.6 Casual vacancies

17.6.1 The Board may appoint a Director to fill a casual vacancy in the office of a Director and may appoint an additional Director, subject to the maximum number of Directors.

17.6.2 Any Director so appointed will retire at the end of the next annual general meeting but, subject to clause 17.1 (general eligibility), will be eligible for election.

(a) Any time served as a Director appointed to a casual vacancy is not counted for the purposes of clause 17.2 (term).

17.7 Vacation of office of Director

A person ceases to be a Director if the person:

17.7.1 retires in accordance with clause 17.2;

17.7.2 ceases to be a Member for any reason;

17.7.3 is disqualified from managing corporations under the Corporations Act;

17.7.4 is suspended or removed from being a responsible person by the Australian Charities and Not-for-profits Commission;

17.7.5 is removed from office by the Company by resolution of the Members in general meeting;

17.7.6 resigns by notice in writing to the Company;

17.7.7 becomes bankrupt or makes any arrangement or composition with their creditors;

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

17.7.9 without leave of the Board is absent from meetings of the Board for 3 consecutive meetings, unless the Board makes a resolution to the contrary.

18. Office bearers

18.1 Chair, Deputy Chair and Treasurer

18.1.1 The Board will determine the description and duties of the Chair, Deputy Chair and Treasurer from time to time.

18.1.2 The persons holding the offices of Chair, Deputy Chair and Treasurer (as applicable) on the date of registration of the Company will continue to hold office for the periods set out in the Transition Policy.

18.1.3 Thereafter, from time to time as required, the Board by a simple majority (if applicable) will appoint from among their number a Chair, Deputy Chair and Treasurer to hold office for such time as the Board determines, provided it is no longer than the appointee's term of office as Director.

18.2 Secretary

18.2.1 The Board will appoint at least one Secretary and may at any time suspend or remove a person from that office.

18.2.2 The Secretary holds office on such terms and conditions (including as to remuneration) and with the powers, duties and authorities as determined by the Board.

19. Powers of the Board

The Board is responsible for managing the business of the Company. The Board may exercise all the powers of the Company which are not required by a Relevant Law or this Constitution to be exercised by the Company in general meeting.

20. Board Meetings

20.1 General

20.1.1 The Directors may meet together to attend to business and adjourn and regulate their meetings as they decide.

20.1.2 The Board may hold a meeting in two or more places and conducted in a wholly virtual format or as a Hybrid Meeting if:

(a) all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting;

(b) those Directors participating by technological means can communicate with all

other participating Directors; and

(c) at the commencement of the meeting each Director must announce their presence to all the other Directors taking part in the meeting.

20.2 Calling meetings of the Board

20.2.1 The Board must meet at least 4 times a year.

20.2.2 The Chair may call a meeting of the Board at any time.

20.2.3 The Secretary must, on the request of at least 2 Directors, convene a meeting of the Board.

20.3 Notice of meetings of the Board

20.3.1 Not less than 7 days' notice of a Board meeting must be given to each person who is a Director, except a Director on leave of absence approved by the Board. Shorter notice may be given if agreed by the majority of Directors.

20.3.2 Notice of a Board meeting:

(a) must specify the time and place of the meeting;

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

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

20.3.3 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of meeting by, a Director will not invalidate proceedings at a Board meeting.

20.3.4 A Director's attendance at a Board meeting waives any objection that Director may have to a failure to be given notice of the meeting.

20.4 Quorum

20.4.1 No business may be transacted at a Board meeting unless a quorum is present when the meeting proceeds to business. This requirement does not apply to the election of a chairperson or the adjournment of the meeting.

20.4.2 A quorum for a meeting of directors is half the number of Directors, or if the number of Directors is not a multiple of 2, then the whole number nearest to and greater than half of the Directors.

20.4.3 If the number of Directors is not sufficient to constitute a quorum, the remaining Director or Directors may act only:

(a) in an emergency;

(b) to increase the number of Directors to a number sufficient to constitute a quorum; or

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

20.5 Chairperson and voting

20.5.1 The Chair will be the chairperson of the Board meetings.

20.5.2 If the Chair is not present at any Board meeting within 10 minutes after the time appointed for the meeting to begin or is present but is unwilling to act, the Deputy

Chair will be the chairperson of the meeting. If the Deputy Chair is not present or is present but is unwilling to act, the Directors present must elect another Director to be chairperson of the meeting.

20.5.3 Except as provided by the Corporations Act and by clause 10.2.1, questions arising at any meeting will be decided by a majority of votes and each Director present will be entitled to one vote.

20.5.4 If there is an equal number of votes for and against a proposed resolution, the chairperson of the meeting will have a casting vote in addition to any deliberative vote to which they may be entitled.

20.6 Written resolutions

20.6.1 The Board may pass a resolution without holding a Board meeting if the majority of Directors entitled to vote on the resolution indicate their approval the resolution in the manner set out in clause 20.6.2.

20.6.2 A Director indicates their approval by:

(a) signing a single document containing the resolution;

(b) signing a separate copy of that document as long as the wording of the resolution is the same in each copy;

(c) affixing an electronic signature to a document containing the resolution;

(d) upon receipt of an email containing the text of the resolution from the Company, sending a reply email indicating their approval and including the text of the resolution in their reply; or

(e) using such other written means approved by the Board.

20.7 Delegation by the Board

20.7.1 The Board may delegate any of its powers to:

(a) individual Directors;

(b) employees;

(c) Members;

(d) any other person, including as attorney or agent; or

(e) committees consisting of such Directors, Members, employees or such other individuals as the Board thinks fit.

20.7.2 Any such delegations must be specified in writing and maintained in a register of delegated authorities.

20.7.3 The delegate must exercise the powers delegated in accordance with any directions of the Board.

20.7.4 The exercise of a power by a delegate is as effective as if the Board had exercised it.

20.7.5 The meetings and proceedings of any committee will be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as applicable and so far as those provisions are not superseded by any other direction given by the Board.

20.8 Validity of acts

An act by a person acting as a Director, or by a meeting of the Board or a committee of Directors attended by a person acting as a Director, is valid despite:

20.8.1 a defect in the appointment of the person as a Director;

20.8.2 the person being disqualified to be a Director or having vacated office; or

20.8.3 the person not being entitled to vote,

if the person or the Directors or committee of Directors (as the case may be) were not aware of the relevant circumstances when the act was done.

21. Chief Executive Officer

21.1 The Board may appoint a person as chief executive officer (**CEO**).

21.2 The appointment of a CEO may be for the period, at the remuneration and on the conditions that the Board thinks fit.

21.3 The Board may:

21.3.1 confer on a CEO the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by Board Members) it thinks fit;

21.3.2 withdraw, suspend or vary any of the powers, discretions and duties conferred on a CEO; and

21.4 authorise a CEO to delegate all or any of the powers, discretions and duties conferred on him or her.

22. Minutes and records

22.1 Minutes to be kept

The Board must cause:

22.1.1 proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees formed by the Board;

22.1.2 the minutes to be entered in books kept for that purpose; and

22.1.3 the minutes to be signed within a reasonable time by the chairperson of the meeting or by the chairperson of the next meeting.

22.2 Evidence of proceedings and resolutions

A minute that is recorded and signed in accordance with clause 22.1 is evidence of the proceeding or resolution to which it relates, unless the contrary is proved.

23. Financial management

23.1 The Board must decide on the responsible financial management of the Company including:

23.1.1 any delegations of power under clause 20.7; and

23.1.2 how money will be managed, including how electronic transfers, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments must be authorised and signed or otherwise approved.

24. Auditor

The Company will observe the provisions of the Relevant Laws in relation to the appointment, removal and resignation of an auditor.

25. Indemnity

25.1 For the purposes of this clause 25:

Indemnified Loss means, in relation to any fact, matter or circumstance:

(a) all Loss arising out of or in connection with that fact, matter or circumstance; and

(b) all legal and other professional expenses on a solicitor-client basis incurred in defending or resisting (or otherwise in connection with) proceedings, whether criminal, civil, administrative or investigatory in nature arising out of or connected with the fact, matter or circumstance.

Loss means damage, liability, action, loss, charge, cost or expense.

Officer means:

(a) a Director;

(b) a Secretary; or

(c) any other officer of the Company, and includes former officers, but does not include any auditor or agent of the Company.

25.2 Subject to clause 25.3, the Company must pay to a person who is or has been an Officer on demand an amount equal to all Indemnified Loss of the Officer as a result of or in connection with that person's role as an Officer.

25.3 To the extent permitted by Law, the Company may make a payment (whether by way of advance, loan or otherwise) to an Officer for the Officer's legal costs.

25.4 The obligation of the Company in clause 25.2:

25.4.1 is enforceable without the Officer having to first incur any expense or make any payment;

25.4.2 is a continuing obligation and is enforceable by the Officer even though the Officer may have ceased to be an officer of the relevant company;

25.4.3 applies to Loss incurred both before and after the date of the adoption of this Constitution; and

25.4.4 does not operate in respect of any liability of the Officer to the extent that liability is covered by insurance.

25.5 The obligation of the Company in clauses 25.2 - 25.4 will not apply to the extent that:

25.5.1 the Company is not allowed by Law to indemnify an Officer against the Indemnified Loss;

25.5.2 an indemnity by the Company of the Officer against Indemnified Loss would, if given, be legally ineffective under any Law; or

25.5.3 the Company is not allowed by Law to make a payment for legal costs.

25.6 To the extent allowed 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 against a Loss incurred by the person as an Officer. Any premium will be paid in addition to any remuneration paid to a Director by the Company under this Constitution.

25.7 The Company may enter into an agreement or deed with a person who is or has been an Officer about the matters referred to in this clause 25.

26. Distribution of property on winding-up

26.1 If the Company is wound up and the assets of the Company are more than sufficient:

26.1.1 to pay all of the debts and liabilities of the Company; and

26.1.2 to pay the costs, charges and expenses of the winding up,

the surplus assets must not be distributed to a Member or former Member unless that Member or former Member is a charity described in 26.2.

26.2 Instead, the surplus assets must be distributed to one or more charities:

26.2.1 with charitable purpose(s) similar to, or inclusive of, the purposes of the Company; and

26.2.2 which prohibits the distribution of its assets to its members to at least the same extent as this Constitution.

26.3 If the Company is endorsed as a deductible gift recipient under subdivision 30BA of the ITAA at the time it is wound up, then in addition to the requirements under clause 26.2, the charity or charities to which the surplus assets are distributed must also be endorsed as a deductible gift recipient at the time the distribution is made.

26.4 If the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clauses 26.2 and 26.3, as decided by the Members. The charity or charities to be given the surplus assets must be determined:

26.4.1 by a resolution of the Members at or before the time of winding up; or

26.4.2 if no such resolution is passed, by the Supreme Court of Victoria or such other court of competent jurisdiction.

26.5 For the purpose of this clause 26:

26.5.1 **gift funds** means:

(a) gifts of money or property for the Purpose;

(b) contributions made in relation to a fund-raising event held for the Purpose; and

(c) money received by the Company because of such gifts and contributions.

26.5.2 **contributions** and **fund-raising event** have the same meaning as in Division 30 of the ITAA.

27. Notices

27.1 Delivery of notice to the Company

27.1.1 A notice required by this Constitution to be given to the Company must be in writing and may be delivered:

(a) by leaving it at the Company's registered office;

(b) by posting it by regular prepaid post, priority prepaid post or express post to the Company's registered office or to another address chosen by the company for notice to be provided;

(c) by facsimile to the fax number notified by the Company to the Members as the Company's fax number; or

(d) by electronic mail to the email address notified by the Company to the Members as the Company's email address.

27.2 Delivery of notice to Members

27.2.1 A notice required by this Constitution to be given to Members must be in writing and may be delivered:

(a) personally;

(b) by leaving it at the person's address in the Register;

(c) by posting it by regular prepaid post, priority prepaid post or express post addressed to that person at the person's address in the Register;

(d) by facsimile to the person's facsimile number; or

(e) by electronic mail to the person's email address.

27.2.2 A person may change their address, facsimile number or email address by giving notice to the Company.

27.3 Time of delivery

A notice or other communication is deemed delivered:

27.3.1 if delivered personally or left at the person's address, upon delivery;

27.3.2 if posted within Australia to an Australian address:

(a) by ordinary prepaid post, 6 Business Days after posting;

(b) by priority prepaid post, 4 Business Days after posting;

(c) by express post, 2 Business Days after posting;

27.3.3 if posted from a place to an address in a different country, 10 Business Days after posting;

27.3.4 if delivered by facsimile, subject to paragraph 27.3.6, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;

27.3.5 if delivered by electronic mail, subject to clause 27.3.6, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and

27.3.6 if received after 5.00pm in the place it is received or on a day which is not a business day in the place it is received, at 9.00am on the next business day in that place.

28. Amendments to this Constitution

Subject to any provision in any Relevant Law to the contrary, the Company may vary, amend or repeal this Constitution by the Members in general meeting passing a Special Resolution.