ASX ANNOUNCEMENT

17 December 2024

SEC Form 8-K filing – Scheme implementation matters

Anteris Technologies Global Corp. (NASDAQ: AVR, ASX: AVR) (**Anteris** or the **Company**) has filed the attached Current Report on Form 8-K with the U.S. Securities and Exchange Commission regarding matters associated with the implementation of the schemes of arrangement.

ENDS

About Anteris Technologies Global Corp. (NASDAQ: AVR, ASX: AVR)

Anteris Technologies Global Corp. (NASDAQ: AVR, ASX: AVR) is a global structural heart company committed to designing, developing, and commercializing cutting-edge medical devices to restore healthy heart function. Founded in Australia, with a significant presence in Minneapolis, USA (a MedTech hub), Anteris is a science-driven company with an experienced team of multidisciplinary professionals delivering restorative solutions to structural heart disease patients.

Anteris' lead product, the DurAVR® Transcatheter Heart Valve (THV), was designed in partnership with the world's leading interventional cardiologists and cardiac surgeons to treat aortic stenosis – a potentially life-threatening condition resulting from the narrowing of the aortic valve. The balloon-expandable DurAVR® THV is the first biomimetic valve, which is shaped to mimic the performance of a healthy human aortic valve and aims to replicate normal aortic blood flow.

DurAVR® THV is made using a single piece of molded ADAPT® tissue, Anteris' patented anti-calcification tissue technology. ADAPT® tissue, which is FDA-cleared, has been used clinically for over 10 years and distributed for use in over 55,000 patients worldwide.

The DurAVR® THV System is comprised of the DurAVR® valve, the ADAPT® tissue, and the balloon-expandable ComASUR® Delivery System.

Authorisation and Additional information

This announcement was authorised by the Board of Directors.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 12, 2024

Anteris Technologies Global Corp.

(Exact name of registrant as specified in its charter)

Delaware	**001-42437**	**99-1407174**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

Toowong Tower, Level 3, Suite 302 **9 Sherwood Road** **Toowong, QLD** **Australia** **(Address of Principal Executive Offices)**	**4066** **(Zip Code)**

Registrant's telephone number, including area code: +61 7 3152 3200

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.0001 per share	AVR	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

INTRODUCTORY NOTE

On December 16, 2024, Anteris Technologies Global Corp. (the "Company") completed its previously announced initial public offering (the "IPO") of 14,800,000 shares of its common stock, par value $0.0001 per share ("Common Stock"), described in the Company's prospectus dated December 12, 2024 (the "Prospectus"), as filed with the Securities and Exchange Commission ("SEC") on December 13, 2024 pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act").

Prior to the consummation of the IPO, the Company completed a series of reorganization transactions (the "Reorganization") pursuant to which it received all of the issued and outstanding shares of Anteris Technologies Ltd ("ATL"), which was formerly an Australian public company originally registered in Western Australia, Australia and listed on the Australian Securities Exchange ("ASX"), pursuant to a scheme of arrangement under Australian law between ATL and its shareholders (the "Scheme") under Part 5.1 of the Australian Corporations Act 2001 (Cth) (the "Corporations Act"). Contemporaneously with implementation of the Scheme, ATL also cancelled all existing options it has on issue in exchange for the Company issuing replacement options to acquire Common Stock pursuant to a scheme of arrangement between ATL and its optionholders (the "Option Scheme") under Part 5.1 of the Corporations Act. The Scheme was approved by ATL's shareholders at a general meeting of shareholders, which was held on December 3, 2024. The Option Scheme was approved by ATL's optionholders at a general meeting of optionholders held on the same day. ATL obtained approval of the Scheme and the Option Scheme by the Supreme Court of Queensland on December 4, 2024. As a result of the Reorganization, ATL became a wholly owned subsidiary of the Company and the shareholders of ATL immediately prior to the consummation of the IPO became holders of the either one share of Common Stock for every ordinary share of ATL or one CHESS Depositary Interest over the Common Stock (a "CDI") for every one ordinary share of ATL for each share held as of the record date. The foregoing descriptions of the Scheme and the Option Scheme do not purport to be complete and are qualified in their entirety by reference to a copy of the Scheme Implementation Deed, dated August 13, 2024, by and between the Company and ATL, which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

In connection with the Reorganization, on December 13, 2024, the Company issued (i) 21,139,816 shares of Common Stock to shareholders of ATL, 20,360,496 of which are represented by CDIs, pursuant to the Scheme and (ii) 6,117,807 options to purchase shares of Common Stock pursuant to the Option Scheme. The foregoing issuances were made pursuant to an exemption from registration under Section 3(a)(10) of the Securities Act. Each option is exercisable into one share of Common Stock, including as represented by a CDI, upon the payment of the relevant exercise price.

The rights of the holders of Common Stock are described in the Prospectus in the section titled "*Description of Capital Stock—Common Stock*," which description is incorporated herein by reference. The rights of the holders of CDIs are described in the Prospectus in the section titled "*Description of Capital Stock—CDIs*," which description is incorporated herein by reference. CDI holders may at any time convert their CDIs to a holding of shares of Common Stock and shares of Common Stock may at any time be converted into CDIs and traded on the ASX.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under Item 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Anteris Technologies Global Corp. Equity Incentive Plan

Prior to the consummation of the IPO and the Reorganization, the Company adopted the Anteris Technologies Global Corp. Equity Incentive Plan (the "Equity Plan"). The Equity Plan became effective on December 12, 2024. The terms of the Equity Plan are described in the Prospectus in the section titled "*Executive Compensation—Anteris Technologies Global Corp. Equity Incentive Plan (New),*" which description is incorporated herein by reference. The foregoing description of the Equity Plan does not purport to be complete and is qualified in its entirety by the full text of the Equity Plan, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Board of Directors Changes

On December 13, 2024 and upon the effectiveness of the Second Amended and Restated Certificate (as defined below), the Board of Directors of the Company (the "Board") was divided into three classes with staggered three-year terms. The three classes of the Board are designated as follows:

- The Class I director is Mr. John Seaberg, and his term will expire at the annual meeting of stockholders to be held in 2025;
- The Class II director is Mr. Stephen Denaro, and his term will expire at the annual meeting of stockholders to be held in 2026; and
- The Class III directors are Mr. Wayne Paterson and Dr. Wenyi Gu, and their terms will expire at the annual meeting of stockholders to be held in 2027.

Pursuant to the terms of the Second Amended and Restated Certificate, only one class of directors will be elected at each annual meeting of stockholders. At each annual general meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election and until their successors are elected and qualified.

In addition, the Board established three standing committees of the Board, consisting of the Audit and Risk Committee, the Compensation Committee, and the Nominating and Corporate Governance Committee. The Company appointed the following directors to serve on each committee as follows:

- Audit and Risk Committee: Mr. Denaro (Chair), Dr. Gu and Mr. Seaberg;
- Compensation Committee: Mr. Seaberg (Chair), Dr. Gu and Mr. Denaro; and
- Nominating and Corporate Governance Committee: Mr. Seaberg (Chair), Dr. Gu and Mr. Denaro.

Employment Agreements

Effective as of the completion of the Reorganization, the Company (or ATL, as applicable) entered into revised employment agreements with each of: (i) Mr. Wayne Paterson, relating to his service as the Company's Chief Executive Officer, (ii) Mr. Matthew McDonnell, relating to his service as the Company's Chief Financial Officer, and (iii) Mr. David St Denis, relating to his service as the Company's Chief Operating Officer (collectively, the "Employment Agreements"). The terms of the Employment Agreements are described in the Prospectus in the section entitled "*Executive Compensation—Revised Executive Employment Agreements*," which descriptions are incorporated herein by reference. The foregoing descriptions of the Employment Agreements do not purport to be complete and are qualified in their entirety by the full text of the Employment Agreements, copies of which are attached hereto as Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4, respectively.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On December 13, 2024, the Company filed its Second Amended and Restated Certificate of Incorporation (the "Second Amended and Restated Certificate") with the Secretary of State of the State of Delaware. Also on December 13, 2024, the Company adopted its Amended and Restated Bylaws (the "Restated Bylaws"). A description of the Second Amended and Restated Certificate and the Restated Bylaws is set forth in the Prospectus in the section titled "*Description of Capital Stock*," which description is incorporated herein by reference.

The Second Amended and Restated Certificate and Restated Bylaws contain provisions that, among other things:

- Authorize the Board to amend or repeal the Restated Bylaws of the Company;
- Require the affirmative vote of holders of at least 75% of the voting power of all of the then-outstanding shares of the voting stock, voting together as a single class, to amend certain provisions of the Second Amended and Restated Certificate or the Restated Bylaws;
- Require that stockholder action be taken only at a duly called annual or special meeting of stockholders and may not be taken by means of any consent in writing of such stockholders; and
- Require advance notice of stockholder nominations for the election of directors or to propose matters to be acted upon at a stockholders' meeting.

The foregoing description of the Second Amended and Restated Certificate and the Restated Bylaws does not purport to be complete and is qualified in its entirety by the full text of the Second Amended and Restated Certificate and the Restated Bylaws, copies of which are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Channels for Disclosure of Information

Investors and others should note that the Company may announce material information to the public through filings with the SEC, its website (www.anteristech.com), press releases, public conference calls and public webcasts. The Company uses these channels, as well as social media, to communicate with the public about the Company and other matters. As such, investors, the media and others are encouraged to review the information disclosed through the Company's social media and other channels listed above as such information could be deemed to be material information. Please note that this list may be updated from time to time.

The information furnished pursuant to Item 7.01 on this Form 8-K, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

On December 16, 2024, the Company closed its IPO of 14,800,000 shares of its Common Stock, at a price to the public of $6.00 per share. The net proceeds to the Company from the IPO, after deducting underwriting discounts and commissions and estimated offering expenses payable by the Company, was $80.0 million.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Scheme Implementation Deed, dated August 13, 2024, by and between Anteris Technologies Global Corp. and Anteris Technologies Ltd (incorporated by reference to Exhibit 2.1 to the Company's Registration Statement on Form S-1/A (Registration No. 333-283414), filed with the SEC on December 9, 2024).
3.1	Second Amended and Restated Certificate of Incorporation of Anteris Technologies Global Corp.
3.2	Amended and Restated Bylaws of Anteris Technologies Global Corp.
10.1	Anteris Technologies Global Corp. Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1/A (Registration No. 333-283414), filed with the SEC on December 9, 2024).
10.2	Amended and Restated Employment Agreement, dated November 18, 2024, by and between Anteris Technologies Global Corp. and Wayne Paterson (incorporated by reference to Exhibit 10.24 to the Company's Registration Statement on Form S-1/A (Registration No. 333-283414), filed with the SEC on December 9, 2024).
10.3	Contract of Employment, dated November 19, 2024, by and between Anteris Technologies Ltd and Matthew McDonnell (incorporated by reference to Exhibit 10.25 to the Company's Registration Statement on Form S-1/A (Registration No. 333-283414), filed with the SEC on December 9, 2024).
10.4	Amended and Restated Employment Agreement, dated November 19, 2024, by and between Anteris Technologies Global Corp. and David St Denis (incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form S-1/A (Registration No. 333-283414), filed with the SEC on December 9, 2024).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Anteris Technologies Global Corp.

Date: December 16, 2024

By: /s/ Wayne Paterson
Name: Wayne Paterson
Title: Chief Executive Officer

Exhibit 3.1

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ANTERIS TECHNOLOGIES GLOBAL CORP.

Anteris Technologies Global Corp., a corporation organized and existing under the laws of the State of Delaware (the "***Company***") hereby certifies as follows:

1. The name of the Company is Anteris Technologies Global Corp. The Company's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on January 29, 2024 and was amended and restated on August 30, 2024 (the "***Certificate***");

2. The Board of Directors of the Corporation, by written consent of its sole member, has adopted a resolution proposing and declaring this Second Amended and Restated Certificate of Incorporation (as it may be amended from time to time, this "***Second Amended and Restated Certificate of Incorporation***") advisable;

3. The Corporation has not received any payment for any of its stock;

4. Pursuant to Sections 241 and 245 of the General Corporation Law of the State of Delaware by the director of the Company, this Second Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Certificate;

5. This Second Amended and Restated Certificate of Incorporation shall be effective on the date of filing with the Secretary of State of the State of Delaware.

6. The Certificate is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of the corporation is Anteris Technologies Global Corp.

ARTICLE II

The address of the Company's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, DE, 19808. The name of the Company's registered agent at such address is Corporation Service Company. The Company may have such other offices, either within or without the State of Delaware, as the Board of Directors of the Company (the "***Board***") may designate or as the business of the Company may from time to time require.

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as amended (the "***DGCL***").

ARTICLE IV

Section 1. Authorized Capital Stock. The Company is authorized to issue two classes of capital stock, designated Common Stock and Preferred Stock. The total number of shares of capital stock that the Company is authorized to issue is 440,000,000 shares, consisting of 400,000,000 shares of Common Stock, par value $0.0001 per share, and 40,000,000 shares of Preferred Stock, par value $0.0001 per share.

Section 2. Preferred Stock. The Preferred Stock may be issued in one or more series. The Board is hereby authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any such series and the designation, powers, preferences and relative participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof. The authority of the Board with respect to each such series will include, without limiting the generality of the foregoing, the determination of any or all of the following:

(a) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;

(b) the voting powers, if any, and whether such voting powers are full or limited in such series;

(c) the redemption provisions, if any, applicable to such series, including the redemption price or prices to be paid;

(d) whether dividends, if any, will be cumulative or noncumulative, the dividend rate of such series, and the dates and preferences of dividends on such series;

(e) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Company;

(f) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock, or any other security, of the Company or any other corporation or other entity, and the rates or other determinants of conversion or exchange applicable thereto;

(g) the right, if any, to subscribe for or to purchase any securities of the Company or any other corporation or other entity;

(h) the provisions, if any, of a sinking fund applicable to such series; and

(i) any other relative, participating, optional, or other special powers, preferences or rights and qualifications, limitations, or restrictions thereof;

all as may be determined from time to time by the Board and stated or expressed in the resolution or resolutions providing for the issuance of such Preferred Stock (collectively, a "***Preferred Stock Designation***").

Section 3. Common Stock. Subject to the rights of the holders of any series of Preferred Stock, the holders of Common Stock will be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for each share of Common Stock held of record by such holder as of the record date for such meeting.

ARTICLE V

The Board may make, amend, and repeal the Bylaws of the Company (as they may be amended from time to time, the "***Bylaws***"). Any Bylaw made by the Board under the powers conferred hereby may be amended or repealed by the Board (except as specified in any such Bylaw so made or amended) or by the stockholders in the manner provided in the Bylaws of the Company. Notwithstanding the foregoing and anything contained in this Second Amended and Restated Certificate of Incorporation or the Bylaws to the contrary, the Bylaws may not be amended or repealed by the stockholders, and no provision inconsistent therewith may be adopted by the stockholders, without the affirmative vote of the holders of at least 75% of the voting power of the outstanding Voting Stock (as defined below), voting together as a single class, in the manner provided in the Bylaws. The Company may in its Bylaws confer powers upon the Board in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board by applicable law. For the purposes of this Second Amended and Restated Certificate of Incorporation, "***Voting Stock***" means stock of the Company of any class or series entitled to vote generally in the election of directors.

ARTICLE VI

Subject to the rights of the holders of any series of Preferred Stock:

(a) any action required or permitted to be taken by the stockholders may be taken only at a duly called annual or special meeting of stockholders and may not be taken without a meeting by means of any consent in writing of such stockholders; provided, however, that any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, unless expressly prohibited in the resolutions creating such series of Preferred Stock; and

(b) special meetings of stockholders may be called only (i) by the Chairman of the Board (the "***Chairman***"), (ii) by the Chief Executive Officer of the Company (the "***Chief Executive Officer***"), or (iii) by the Secretary of the Company (the "***Secretary***") acting at the request of the Chairman, the Chief Executive Officer or a majority of the total number of directors that the Company would have if there were no vacancies on the Board (the "***Whole Board***").

At any annual meeting or special meeting of stockholders, only such business will be conducted or considered as has been brought before such meeting in the manner provided in the Bylaws of the Company.

ARTICLE VII

Section 1. Number, Election, and Terms of Directors.

(a) Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional directors under circumstances specified in a Preferred Stock Designation, the number of directors of the Board will initially be four (4) and, thereafter, will be determined from time to time solely by resolution adopted by a majority of the Whole Board.

(b) The directors, other than those who may be elected by the holders of any series of Preferred Stock, will be classified with respect to the time for which they severally hold office into three classes, as nearly equal in number as possible, designated Class I, Class II, and Class III. At any meeting of stockholders at which directors are to be elected, the number of directors elected may not exceed the number of directors then in the class of directors subject to election. The directors first appointed to Class I will hold office for a term expiring at the annual meeting of stockholders to be held in 2025; the directors first appointed to Class II will hold office for a term expiring at the annual meeting of stockholders to be held in 2026; and the directors first appointed to Class III will hold office for a term expiring at the annual meeting of stockholders to be held in 2027, with the members of each class to hold office until their successors are elected and qualified. At each succeeding annual meeting, the successors to the class of directors whose term expires at that meeting shall be elected to hold office for a three-year term expiring at the annual meeting of stockholders held in the third year following the year of their election and until their successors are elected and qualified.

(c) Each person to be elected as a director will be elected as such by plurality vote of all votes properly cast by stockholders upon his or her election at a meeting for the election of directors at which a quorum is present. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional directors under circumstances specified in a Preferred Stock Designation, directors may be elected by the stockholders only at an annual meeting of stockholders. Election of directors of the Company need not be by written ballot unless requested by the presiding officer or by the holders of a majority of the Voting Stock present in person or represented by proxy at a meeting of the stockholders at which directors are to be elected. If authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

Section 2. Nomination of Director Candidates. Advance notice of stockholder nominations for the election of directors must be given in the manner provided in the Bylaws of the Company.

Section 3. Vacancies and Newly Created Directorships. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional directors under circumstances specified in a Preferred Stock Designation, newly created directorships resulting from any increase in the authorized number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal, or other cause may be filled only by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board, or by a sole remaining director. Any director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor is duly elected and qualified. No decrease in the authorized number of directors will shorten the term of any incumbent director.

Section 4. Removal. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional directors under circumstances specified in a Preferred Stock Designation and except as otherwise provided by law, any director may be removed from office by the stockholders only for cause and only in the manner provided in this Article VII, Section 4. At any annual meeting or special meeting of the stockholders, the notice of which states that the removal of a director or directors is among the purposes of the meeting and identifies the director or directors proposed to be removed, the affirmative vote of the holders of at least 75% of the voting power of the outstanding Voting Stock, voting together as a single class, may remove such director or directors for cause.

ARTICLE VIII

To the fullest extent permitted by the DGCL and any other applicable laws currently or hereafter in effect, no director or officer of the Company will be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director or officer with respect to any acts or omissions in the performance of his or her duties as a director or officer of the Company. Solely for purposes of this Article VIII, "***officer***" will have the meaning provided in Section 102(b)(7) of the DGCL or any amendment or successor provision thereto. No amendment to or repeal of this Article VIII will apply to or have any effect on the liability or alleged liability of any director or officer of the Company for or with respect to any acts or omissions of such director or officer occurring prior to the effectiveness of such amendment or repeal.

ARTICLE IX

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise subject to or involved in any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or an officer of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another company or of a partnership, joint venture, trust or enterprise or other non-profit entity, including service with respect to an employee benefit plan (an "***Indemnitee***"), whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified by the Company to the fullest extent permitted or required by the DGCL and any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith ("***Indemnifiable Losses***"); provided, however, that, except as provided in Section 4 of this Article IX with respect to Proceedings to enforce rights to indemnification, the Company shall indemnify any such Indemnitee pursuant to this Section 1 in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board.

Section 2. Right to Advancement of Expenses. The right to indemnification conferred in Section 1 of this Article IX shall include the right to advancement by the Company of any and all expenses (including, without limitation, attorneys' fees and expenses) incurred in defending any such Proceeding in advance of its final disposition (an "***Advancement of Expenses***"); provided, however, that, if the DGCL so requires, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including without limitation service to an employee benefit plan) shall be made pursuant to this Section 2 only upon delivery to the Company of an undertaking (an "***Undertaking***"), by or on behalf of such Indemnitee, to repay, without interest, all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "***Final Adjudication***") that such Indemnitee is not entitled to be indemnified for such expenses under this Section 2. An Indemnitee's right to an Advancement of Expenses pursuant to this Section 2 is not subject to the satisfaction of any standard of conduct and is not conditioned upon any prior determination that Indemnitee is entitled to indemnification under Section 1 of this Article IX with respect to the related Proceeding or the absence of any prior determination to the contrary.

Section 3. Contract Rights. The rights to indemnification and to the Advancement of Expenses conferred in Sections 1 and 2 of this Article IX shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

Section 4. Right of Indemnitee to Bring Suit. If a claim under Section 1 or 2 of this Article IX is not paid in full by the Company within 60 calendar days after a written claim has been received by the Company, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be 20 calendar days, the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to the fullest extent permitted or required by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader reimbursements of prosecution or defense expenses than such law permitted the Company to provide prior to such amendment), to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an Advancement of Expenses) it shall be a defense that, and (ii) any suit brought by the Company to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Company shall be entitled to recover such expenses, without interest, upon a Final Adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Company (including its Board or a committee thereof, its stockholders or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Company (including its Board or a committee thereof, its stockholders or independent legal counsel) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by an Indemnitee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or brought by the Company to recover an Advancement of Expenses hereunder pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such Advancement of Expenses, shall be on the Company.

Section 5. Non-Exclusivity of Rights. The rights to indemnification and to the Advancement of Expenses conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Company's Second Amended and Restated Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise. Nothing contained in this Article IX shall limit or otherwise affect any such other right or the Company's power to confer any such other right.

Section 6. Insurance. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7. No Duplication of Payments. The Company shall not be liable under this Article IX to make any payment to an Indemnitee in respect of any Indemnifiable Losses to the extent that the Indemnitee has otherwise actually received payment (net of any expenses incurred in connection therewith and any repayment by the Indemnitee made with respect thereto) under any insurance policy or from any other source in respect of such Indemnifiable Losses.

ARTICLE X

Section 1. Forum.

(a) Unless the Company consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or the Company's Second Amended and Restated Certificate of Incorporation or Bylaws, or (iv) any action asserting a claim governed by the internal affairs doctrine, shall be the Court of Chancery in the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware). If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "***Foreign Action***") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. This Article X, Section 1(a) will not apply to any claim arising under the Securities Act of 1933 or the Securities Exchange Act of 1934.

(b) Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be, to the fullest extent permitted by law, the sole and exclusive forum for any action asserting a claim arising under the Securities Act of 1933.

(c) Any person or entity purchasing or otherwise acquiring any interest in any security of the corporation shall be deemed to have notice of and consented to this Article X.

Section 2. Enforceability. If any provision of this Article X shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any sentence of this Article X containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

ARTICLE XI

The Company expressly elects not to be governed by or subject to Section 203 of the DGCL as now in effect or hereafter amended, or any successor statute thereto.

ARTICLE XII

Notwithstanding anything contained in this Second Amended and Restated Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least 75% of the Voting Stock, voting together as a single class, is required to amend, alter, change or repeal, or to adopt any provision inconsistent with, any of Article V, Article VI, Article VII, Article VIII, Article IX, Article X, Article XI, and this sentence of this Second Amended and Restated Certificate of Incorporation. Any amendment, repeal or modification of any of Article VII, Article X and this sentence shall not adversely affect any right or protection of any person existing thereunder with respect to any act or omission occurring prior to such repeal or modification.

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IN WITNESS WHEREOF, the Company has caused this Second Amended and Restated Certificate of Incorporation to be executed by the undersigned duly authorized officer on this 13th day of December, 2024.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson
Name: Wayne Paterson
Title: Chief Executive Officer

Exhibit 3.2

ANTERIS TECHNOLOGIES GLOBAL CORP.

AMENDED AND RESTATED BYLAWS

As Adopted and Effective
on December 13, 2024

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STOCKHOLDERS MEETINGS

1. Time and Place of Meetings. All meetings of stockholders will be held at such time and place, within or without the State of Delaware, as may be designated by the Board of Directors (the "***Board***") of Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), from time to time or, in the absence of a designation by the Board, by the Chairman, the Chief Executive Officer or the Secretary, and stated in the notice of the meeting. Notwithstanding the foregoing, the Board may, in its sole discretion, determine that a meeting of stockholders will not be held at any place, but may instead be held by means of remote communications, subject to such guidelines and procedures as the Board may adopt from time to time in accordance with the General Corporation Law of the State of Delaware, as amended (the "***DGCL***"). The Board may cancel or reschedule to an earlier or later date any previously scheduled annual or special meeting of stockholders.

2. Annual Meetings. At each annual meeting of stockholders, the stockholders will elect the directors from the nominees for director to succeed those directors whose terms expire at such meeting and will transact such other business as may properly be brought before the meeting in accordance with Bylaws 8, 9, 10 and 11.

3. Special Meetings.

(a) General. A special meeting of stockholders may be called only (i) by the Chairman, (ii) by the Chief Executive Officer, or (iii) by the Secretary acting at the request of the Chairman, the Chief Executive Officer or a majority of the total number of directors that the Company would have if there were no vacancies on the Board (the "***Whole Board***"), in each case to transact only such business as is specified in the notice of the meeting or authorized by a majority of the Whole Board to be brought before the meeting. For the avoidance of doubt, stockholders shall not be permitted to propose business to be brought before a special meeting of stockholders.

(b) Meetings of Preferred Stockholders. Notwithstanding the foregoing provisions of this Bylaw 3, special meetings of holders of any outstanding class or series of preferred stock issued by the Company ("***Preferred Stock***") may be called in the manner and for the purposes provided in the applicable resolution or resolutions adopted by the Board from time to time providing for the issuance, out of the unissued shares of Preferred Stock, of one or more series of Preferred Stock, without stockholder approval, by filing a certificate pursuant to the applicable law of the State of Delaware (each, a "***Preferred Stock Designation***").

4. Notice of Meetings. Written notice of every meeting of stockholders, stating the place, if any, date and time thereof, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, will be given, in a form permitted by Bylaw 28 or by the DGCL, not less than ten nor more than 60 calendar days before the date of the meeting to each stockholder of record entitled to vote at such meeting, except as otherwise provided by law. When a meeting is recessed or adjourned to another date, time or place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the recessed or adjourned meeting if the place, if any, date and time thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such recessed or adjourned meeting, are provided in a manner permitted by Section 222 of the DGCL (or any successor provision); provided, however, that if the recess or adjournment is for more than 30 calendar days, or if after the recess or adjournment a new record date is fixed for the recessed or adjourned meeting, written notice of the place, if any, date and time thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such recessed or adjourned meeting, must be given in conformity herewith or as otherwise provided or permitted by the DGCL.

5. Inspectors. The Board will, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the presiding officer of the meeting will appoint one or more inspectors to act at the meeting.

6. Quorum. Except as otherwise provided by law or in a Preferred Stock Designation, the holders of a majority in voting power of the shares of stock issued and outstanding and entitled to vote at the meeting, present in person (including by means of remote communication) or represented by proxy, will constitute a quorum at a meeting of stockholders for the transaction of business thereat. A quorum, once established, will not be broken by the subsequent withdrawal of enough votes to leave less than a quorum. If, however, such a quorum shall not be present or represented at any meeting of stockholders, the presiding officer of the meeting shall have the power to adjourn the meeting from time to time, in the manner provided in Bylaw 13, until a quorum is present or represented.

7. Voting; Proxies.

(a) General. Except as otherwise provided by law, by the Company's Certificate of Incorporation (as amended and restated from time to time, the "***Certificate of Incorporation***"), or in a Preferred Stock Designation, each stockholder will be entitled at every meeting of stockholders to one vote for each share of stock having voting power standing in the name of such stockholder on the books of the Company on the record date for the meeting and such votes may be cast either in person or by proxy. Every proxy must be authorized in a manner permitted by Section 212 of the DGCL (or any successor provision). Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for exclusive use by the Board.

(b) Vote Required for Stockholder Action.

(i) When a quorum is present at any meeting of stockholders and except as otherwise provided by law, the Certificate of Incorporation, these Bylaws or in a Preferred Stock Designation, the affirmative vote of a majority of the shares present in person (including by means of remote communication) or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders with respect to all matters other than the election of directors, who will be elected by a plurality of all votes properly cast.

(ii) Notwithstanding anything to the contrary set forth in these Bylaws, the non-binding advisory vote pursuant to Section 14A(a)(2) of the Securities Exchange Act of 1934 (such act, and the rules and regulations promulgated thereunder, the "***Exchange Act***") with respect to the determination as to whether the advisory vote on executive compensation shall occur every one year, two years or three years, to the extent required, shall be decided by a plurality of all votes properly cast among those three alternatives; provided that for purposes of any vote required pursuant to this sentence, neither abstentions nor broker non-votes shall count as votes cast.

8. Order of Business. The Chairman, or an officer of the Company designated from time to time by a majority of the Whole Board, will call meetings of stockholders to order and will act as presiding officer thereof. The presiding officer of any meeting may adjourn, recess and convene any meeting of stockholders. Unless otherwise determined by the Board prior to the meeting, the presiding officer of any meeting of stockholders will also determine the order of business and have the authority in his or her sole discretion to determine the rules of procedure and regulate the conduct of the meeting, including without limitation by: (a) imposing restrictions on the persons (other than stockholders or their duly appointed proxy holders) that may attend the meeting; (b) ascertaining whether any stockholder or his or her proxy holder may be excluded from the meeting based upon any determination by the presiding officer, in his or her sole discretion, that any such person has disrupted the proceedings thereat; (c) determining the circumstances in which any person may make a statement or ask questions at the meeting; (d) ruling on all procedural questions that may arise during or in connection with the meeting; (e) determining whether any nomination or business proposed to be brought before the meeting has been properly brought before the meeting; and (f) determining the time or times at which the polls for voting at the meeting will be opened and closed.

9. Notice of Stockholder Proposals.

(a) Business to Be Conducted at Annual Meeting. At an annual meeting of stockholders, only such business may be conducted as has been properly brought before the meeting. To be properly brought before an annual meeting, business (other than the nomination of a person for election as a director, which is governed by Bylaw 10, and, to the extent applicable, Bylaw 11), must (i) be brought before the meeting by or at the direction of the Board or (ii) (A) otherwise be properly brought before the meeting by a stockholder present in person (as defined in Bylaw 11(g)(ii)) who has complied with all applicable requirements of this Bylaw 9 and Bylaw 11 in relation to such business, was a stockholder of record of the Company at the time of giving the notice required by Bylaw 11(a), on the record date(s) for the determination of stockholders entitled to notice of and to vote at the annual meeting, and at the time of the annual meeting, and is entitled to vote at the annual meeting and (B) relate to an item of business that is a proper subject for stockholder action under the Certificate of Incorporation, these Bylaws and applicable law and is not expressly reserved for action by the Board under the Certificate of Incorporation, these Bylaws or applicable law. For the avoidance of doubt, the foregoing clause (ii) will be the exclusive means for a stockholder to submit business before an annual meeting of stockholders (other than the nomination of a person for election as a director, which is governed by Bylaw 10, and, to the extent applicable, Bylaw 11, and proposals properly made in accordance with Rule 14a-8 under the Exchange Act and included in the notice of meeting given by or at the direction of the Board).

(b) Required Form for Stockholder Proposals. To be in proper form, a stockholder's notice to the Secretary must set forth in writing the following information, which must be updated and supplemented as provided in Bylaw 11.

(i) Information Regarding the Proposing Person. As to each Proposing Person (as defined in Bylaw 11(g)(iii)):

(A) the name and address of such Proposing Person (including, if applicable, the name and address as they appear on the books of the Company);

(B) the class, series and number of shares of the Company directly or indirectly beneficially owned or held of record by such Proposing Person (including any shares of any class or series of the Company as to which such Proposing Person has a right to acquire beneficial ownership, whether such right is exercisable immediately or only after the passage of time);

(C) a representation (1) that the stockholder giving the notice is a holder of record of stock of the Company entitled to vote at the annual meeting and intends to be present in person (as defined in Bylaw 11(g)(ii)) at the annual meeting to bring such business before the annual meeting, (2) as to whether any Proposing Person intends to deliver a proxy statement and form of proxy to holders of at least the percentage of shares of the Company entitled to vote and required to approve the proposal and, if so, identifying such Proposing Person and (3) as to whether any Proposing Person intends to engage in or be a participant in a solicitation (within the meaning of Rule 14a-1(l) under the Exchange Act) with respect to the proposal and, if so, the name of each participant (as defined in Item 4 of Schedule 14A under the Exchange Act) in such solicitation;

(D) any option, warrant, convertible security, stock appreciation right or similar right or interest (including any derivative securities, as defined under Rule 16a-1 under the Exchange Act or other synthetic arrangement having characteristics of a long position) which, assuming for purposes of these Bylaws, are presently exercisable, with an exercise or conversion privilege or a settlement or payment mechanism at a price related to any class or series of securities of the Company or with a value derived in whole or in part from the price, value, dividend or amount of dividend, or volatility of any class or series of securities of the Company, whether or not such instrument, contract or right shall be subject to settlement in whole or in part in the underlying class or series of securities of the Company or otherwise, directly or indirectly held of record or owned beneficially by such Proposing Person and whether or not such Proposing Person may have entered into transactions that hedge or mitigate the economic effect of such security, instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the price, value, dividend or amount of dividend or volatility of securities of the Company, in each case, regardless of whether (x) such right or interest conveys any voting rights in such share to such Proposing Person, (y) such right or interest is required to be, or is capable of being, settled through delivery of such security, or (z) such Proposing Person may have entered into other transactions that hedge the economic effect of any such right or interest (any of the foregoing, a "***Derivative Instrument***");

(E) any proportionate interest in shares of the Company or Derivative Instruments or Short Interests held, directly or indirectly, by a general or limited partnership in which the Proposing Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;

(F) any proxy, contract, agreement, arrangement, understanding or relationship pursuant to which the Proposing Person has a right to vote any shares of the Company or which has the effect of increasing or decreasing the voting power of such Proposing Person;

(G) any contract, agreement, arrangement, understanding or relationship including any repurchase or similar so called "stock borrowing" agreement or arrangement (including any short position or any borrowing or lending of shares of stock), the purpose or effect of which is to mitigate loss, reduce economic risk (of ownership or otherwise) or increase or decrease voting power with respect to any capital stock of the Company or which provides any party, directly or indirectly, the opportunity to profit from any decrease in the price or value of the capital stock of the Company, including without limitation any "put equivalent position" (as such term is defined in Rule 16a-1(h) under the Exchange Act) related to any shares of any class or series of shares of the Company (any of the foregoing, a "***Short Interest***");

(H) any material pending or threatened legal proceeding involving the Company, any Affiliate (as defined in Bylaw 11(g)(i)) of the Company or any of their respective directors or officers, to which such Proposing Person or its Affiliates is a party or has a material interest (excluding an interest that is substantially the same as all stockholders); and

(I) any rights directly or indirectly held of record or beneficially by the Proposing Person to dividends on the shares of the Company that are separated or separable from the underlying shares of the Company;

(J) any direct or indirect interest of such Proposing Person in any contract, agreement or arrangement with the Company, any Affiliate of the Company or any principal competitor of the Company (a list of which will be provided promptly following a written request therefor by the stockholder) (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement);

(K) any performance-related fees (other than an asset-based fee) to which the Proposing Person or any Affiliate or immediate family member of the Proposing Person may be entitled as a result of any increase or decrease in the value of shares of the Company, Derivative Instruments or Short Interests;

(L) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Company between or among the Proposing Person and (a) any beneficial owner of shares of stock of the Company on whose behalf any proposal or nomination is made by such stockholder; (b) any Affiliates or Associates of such Proposing Person or beneficial owner; and (c) any Affiliate who controls such stockholder or any beneficial owner described in clause (a), including any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D, regardless of whether the requirement to file a Schedule 13D is applicable;

(M) a representation as to whether such Proposing Person will submit any other proposal at the annual meeting; and

(N) any other information relating to such Proposing Person or such proposal that would be required to be disclosed in a proxy statement or other filing required pursuant to Section 14(a) of the Exchange Act to be made in connection with a general solicitation of proxies or consents by such Proposing Person in support of the business proposed to be brought before the annual meeting.

(ii) Information Regarding the Proposal: As to each item of business (other than the nomination of a person for election as a director, which is governed by Bylaw 10, and, to the extent applicable, Bylaw 11) that the stockholder giving the notice proposes to bring before the annual meeting:

(A) a description in reasonable detail of (1) the business desired to be brought before the annual meeting, (2) the reasons why such stockholder or any other Proposing Person wishes to conduct such business at the annual meeting and (3) the reasons why such stockholder or any other Proposing Person believes that the taking of the action or actions proposed to be taken would be in the best interests of the Company and its stockholders;

(B) a description in reasonable detail of (1) any material interest of any Proposing Person in such business, including any anticipated benefit to the stockholder or the Proposing Person therefrom, and (2) all agreements, arrangements or understandings among the Proposing Persons or between any Proposing Person and any other person or entity (including their names) in connection with the proposal; and

(C) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment).

(c) No Right to Have Proposal Included. A stockholder is not entitled to have its proposal included in the Company's proxy materials solely as a result of such stockholder's compliance with the foregoing provisions of this Bylaw 9.

(d) Requirement to Attend Annual Meeting. If a stockholder is not present in person at the annual meeting to present its proposal, such proposal will be disregarded (notwithstanding that proxies in respect of such proposal may have been solicited, obtained or delivered).

10. Notice of Director Nominations.

(a) Nomination of Directors. Subject to the rights, if any, of any series of Preferred Stock to nominate or elect directors under circumstances specified in a Preferred Stock Designation, only persons who are nominated in accordance with the procedures set forth in this Bylaw 10 will be eligible to serve as directors. Nominations of persons for election as directors of the Company may be made only at an annual meeting of stockholders and only (i) by or at the direction of the Board or (ii) by a stockholder present in person who has complied with all applicable requirements of this Bylaw 10 and Bylaw 11 in relation to such nomination, was a stockholder of record of the Company at the time of giving the notice required by Bylaw 11(a), on the record date(s) for the determination of stockholders entitled to notice of and to vote at the meeting, and at the time of the annual meeting, is entitled to vote at the annual meeting and has nominated a number of nominees that does not exceed the number of directors that will be elected at such meeting. In addition to the requirements of this Bylaw 10, each Nominating Person (as defined in Bylaw 11(g)(i)) shall comply with all applicable requirements of the Exchange Act (including Rule 14a-19 promulgated thereunder) and the DGCL with respect to any such nomination.

(b) Required Form for Director Nominations. To be in proper form, a stockholder's notice to the Secretary must set forth in writing the following information, which must be updated and supplemented as provided in Bylaw 11.

(i) Information Regarding the Nominating Person. As to each Nominating Person:

(A) the information set forth in Bylaw 9(b)(i) (except that for purposes of this Bylaw 10, the term "***Nominating Person***" will be substituted for the term "***Proposing Person***" in all places where it appears in Bylaw 9(b)(i), the term "***elect***" will be substituted for the term "***approve***" and any reference to "***business***" or "***proposal***" therein will be deemed to be a reference to the "***nomination***" or "***nominee***" contemplated by this Bylaw 10(b), as the context requires);

(B) a written representation as to whether such Nominating Person intends, or is part of a group that intends, to solicit proxies in support of director nominees other than the nominees of the Board or a duly authorized committee thereof in accordance with Rule 14a-19 under the Exchange Act; and

(C) a written representation on behalf of such Nominating Person and any group of which it is a member, pursuant to which such Nominating Person acknowledges and agrees (1) that it, or the group of which it is a part, intends to solicit the holders of shares representing at least 67% of the voting power of the Company's shares entitled to vote on the election of directors in support of such director nominees other than the Company's nominees in accordance with Rule 14a-19(a)(3) under the Exchange Act, (2) that it shall notify the Secretary promptly if any change occurs with respect to the intent of such Nominating Person or the group of which such Nominating Person is a part to solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of director nominees other than the Company's nominees or with respect to the names of such Nominating Person's nominees, (3) that if such Nominating Person or the group of which it is a part (i) provides notice pursuant to Rule 14a-19(a)(1) under the Exchange Act and (ii) subsequently fails to comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) under the Exchange Act, then the Company shall disregard any proxies or votes solicited for such Nominating Person's nominees, and (4) that, upon request by the Company, if such Nominating Person or the group of which it is a part provides notice pursuant to Rule 14a-19(a)(1) under the Exchange Act, such Nominating Person shall deliver to the Company, no later than five business days prior to the applicable meeting, reasonable documentary evidence (as determined by the Company or one of its representatives, acting in good faith) that it has met the requirements of Rule 14a-19(a)(3) under the Exchange Act.

(ii) Information Regarding the Nominee: As to each person whom the stockholder giving notice proposes to nominate for election as a director:

(A) all information with respect to such proposed nominee that would be required to be set forth in a stockholder's notice pursuant to Bylaw 9(b)(i) if such proposed nominee were a Nominating Person;

(B) all information relating to such proposed nominee that would be required to be disclosed in a proxy statement or other filing required pursuant to Section 14(a) of the Exchange Act to be made in connection with a general solicitation of proxies for an election of directors in a contested election (including such proposed nominee's written consent to be named in the proxy materials as a nominee and to serve as a director if elected);

(C) a reasonably detailed description of all direct and indirect compensation, reimbursement, indemnification, benefits and other agreements, arrangements or understandings (written or oral and formal or informal and whether monetary or non-monetary) during the past three years, any other relationships, between or among such Nominating Person, on the one hand, and each proposed nominee and his or her Affiliates and Associates, on the other hand, including all information that would be required to be disclosed pursuant to Items 403 and 404 or any successor provision of Regulation S-K if the stockholder giving the notice or any other Nominating Person were the "registrant" for purposes of such rule and the proposed nominee were a director or executive officer of such registrant;

(D) a completed questionnaire (in the form provided by the Secretary upon written request) with respect to the identity, background and qualification of the proposed nominee and the background of any other person or entity on whose behalf the nomination is being made;

(E) a written representation and agreement that the proposed nominee has read and agrees, if elected, to comply with all of the Company's corporate governance, conflict of interest, code of ethics, insider trading, related party transactions, confidentiality and stock ownership and trading policies and guidelines, and any other corporate policies and guidelines applicable to directors (such policies to be provided by the Secretary at the written request of the stockholder); and

(F) a written representation and agreement (in the form provided by the Secretary upon written request) that the proposed nominee (1) is qualified and if elected intends to serve as a director of the Company for the entire term for which such proposed nominee is standing for election, (2) is not and will not become a party to (x) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how the proposed nominee, if elected as a director of the Company, will act or vote on any issue or question (a "***Voting Commitment***") that has not been disclosed to the Company or (y) any Voting Commitment that could limit or interfere with the proposed nominee's ability to comply, if elected as a director of the Company, with the proposed nominee's fiduciary duties under applicable law, (3) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Company with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (4) if elected as a director of the Company, the proposed nominee would be in compliance and will comply with all applicable corporate governance, conflict of interest, code of ethics, insider trading, related party transactions, confidentiality and stock ownership and trading policies and guidelines, and any other corporate policies and guidelines of the Company.

(iii) Additional Information. The Company may require any proposed nominee to furnish such other information as may be reasonably required by the Company to determine the qualifications and eligibility of such proposed nominee to serve as a director of the Company or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee. Upon written request by the Secretary, the Board or any duly authorized committee thereof, each candidate proposed to be nominated for election as a director shall make himself or herself available for interviews with the Board and any duly authorized committee thereof within five business days of delivery of such request (or such other period as may be specified in such request).

(c) No Right to Have Nominees Included. Except to the extent a stockholder complies with Rule 14a-19 of the Exchange Act, Bylaw 10 shall be the exclusive method for stockholders to include nominees for director in the Company's proxy materials.

(d) Requirement to Attend Annual Meeting. If a stockholder is not present in person at the annual meeting to present its nomination, such nomination will be disregarded (notwithstanding that proxies in respect of such nomination may have been solicited, obtained or delivered).

(e) Rule 14a-19 Compliance. Without limiting the other provisions and requirements of this Bylaw 10 or Bylaw 11, unless otherwise required by applicable law, if any stockholder (i) provides notice pursuant to Rule 14a-19(a)(1) under the Exchange Act and (ii) subsequently fails to comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) under the Exchange Act, then the Company shall disregard any proxies or votes solicited for such stockholder's nominees. Upon request by the Company, if any stockholder provides notice pursuant to Rule 14a-19(a)(1) under the Exchange Act, such stockholder shall deliver to the Company, no later than five business days prior to the applicable meeting, reasonable documentary evidence (as determined by the Company or one of its representatives, acting in good faith) that it has met the requirements of Rule 14a-19(a)(3) under the Exchange Act.

11. Additional Provisions Relating to the Notice of Stockholder Business and Director Nominations.

(a) Timely Notice. To be timely, a stockholder's notice required by Bylaw 9(a) or Bylaw 10(a) must be delivered to or mailed and received by the Secretary at the principal executive offices of the Company not less than 90 nor more than 120 calendar days prior to the first anniversary of the date on which the Company held the preceding year's annual meeting of stockholders; provided, however, that if the date of the annual meeting is scheduled for a date more than 30 calendar days prior to or more than 30 calendar days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of the 90th calendar day prior to such annual meeting and the 10th calendar day following the day on which public disclosure (as defined in Bylaw 11(g)(iv)) of the date of such meeting is first made. In no event will a recess or adjournment of an annual meeting (or any announcement of any such recess or adjournment) commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute proposals of business or nominations following the expiration of the time periods set forth in this Bylaw 11(a).

(b) Updating Information in Notice. A stockholder providing notice of business proposed to be brought before an annual meeting pursuant to Bylaw 9 or notice of any nomination to be made at an annual meeting pursuant to Bylaw 10 must further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Bylaw 9 or Bylaw 10, as applicable (including any information regarding any Proposing Person or Nominating Person or candidate whom a Nominating Person proposes to nominate for election as a director), is true and correct as of the record date for notice of the meeting and as of the date that is five business days prior to the meeting or any recess, adjournment or postponement thereof, and any such update and supplement must be delivered to or mailed and received by the Secretary at the principal executive offices of the Company no later than two business days after the record date for notice of the meeting in the case of the update and supplement required to be made as of the record date for notice of the meeting, and not later than two business days prior to the date for the meeting, or any recess, adjournment or postponement thereof, in the case of the update and supplement required to be made as of five business days prior to the meeting or any recess, adjournment or postponement thereof. For the avoidance of doubt, the obligation to update and supplement as set forth in this Bylaw 11(b) or any information provided pursuant to this Bylaw 11(b) shall not, and shall not be deemed to, cure any deficiencies in any stockholder's notice, extend any applicable deadlines under these Bylaws or enable or be deemed to permit such stockholder to amend any proposal or nomination or to submit any new or amended proposal or nomination, including by changing or adding nominees, matters, business or resolutions proposed to be brought before a meeting. Business or a nomination proposed to be brought by a stockholder may not be brought before a meeting if such stockholder or any Proposing Person, Nominating Person or nominee, as applicable, takes action contrary to the representations made in the stockholder notice applicable to such business or nomination or if the stockholder notice applicable to such business or nomination contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading, or if after being submitted to the Company, the stockholder notice applicable to such business or nomination was not updated in accordance with these Bylaws.

(c) Determinations of Form, Effect of Noncompliance, Etc. The presiding officer of any meeting of stockholders will, if the facts warrant, determine that a proposal was not made in accordance with the procedures prescribed by Bylaw 9 and this Bylaw 11 or that a nomination was not made in accordance with the procedures prescribed by Bylaw 10 and this Bylaw 11, and if he or she should so determine, he or she will so declare and the defective proposal or nomination, as applicable, will be disregarded. Notwithstanding anything in these Bylaws to the contrary, unless otherwise required by applicable law, if (i) a Proposing Person intending to propose business or a Nominating Person intending to make a nomination pursuant to Bylaws 9, 10 and 11, as applicable, proposes such business or makes such nomination except in accordance with the procedures set forth in Bylaws 9, 10 and 11, (ii) a Proposing Person intending to propose business or a Nominating Person intending to make a nomination pursuant to Bylaws 9, 10 and 11, as applicable, does not provide the information required under Bylaws 9, 10 and 11 to the Company in accordance with the applicable timing requirements set forth in these Bylaws, (iii) a Proposing Person intending to propose business or a Nominating Person intending to make nominations pursuant to Bylaws 9, 10 and 11, as applicable, takes action contrary to the representations made in the applicable stockholder notice, (iv) the stockholder is not present in person at the meeting to present the proposed business or nomination, (v) the applicable stockholder notice contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading, or if after being submitted to the Company, the applicable stockholder notice was not updated in accordance with these Bylaws to cause the information provided in the stockholder notice to be true, correct, and complete in all respects, in each case, such business or nominations shall not be considered and will be disregarded, notwithstanding that proxies in respect of such business or nominations may have been solicited, obtained or delivered.

(d) Cross References. For a notice submitted pursuant to Bylaw 9 or 10, as applicable, to comply with the requirements of these Bylaws, each of the requirements of Bylaw 9, 10 or 11, as applicable, shall be directly and expressly responded to in a manner that clearly indicates and expressly references to which provisions of Bylaw 9, 10 or 11, as applicable, the information disclosed is intended to be responsive.

(e) Incorporation by Reference. For a notice submitted pursuant to Bylaw 9 or 10, as applicable, to comply with the requirements of these Bylaws, it must set forth in writing directly within the body of the notice (as opposed to being incorporated by reference from any other document or writing not prepared solely in response to the requirements of these Bylaws) all the information required to be included therein as set forth in these Bylaws. For the avoidance of doubt, a notice shall not be deemed to be in compliance with this Bylaw 11(e) if it attempts to include the required information by incorporating by reference into the body of the notice any other document, writing or part thereof, including, but not limited to, any documents publicly filed with the Securities and Exchange Commission (the "***SEC***") not prepared solely in response to the requirements of these Bylaws. For the further avoidance of doubt, the body of the notice shall not include any documents that are not prepared solely in response to the requirements of these Bylaws.

(f) Representations Regarding Information. A stockholder submitting a notice pursuant to Bylaw 9 or 10, as applicable, by its delivery to the Company, represents and warrants that all information contained therein (including any information submitted regarding any Proposing Person, Nominating Person or candidate for election as a director), as of the deadline for submitting the notice, is true, accurate and complete in all respects and contains no false or misleading statements and that it intends for the Company and the Board to rely on such information as (i) being true, accurate and complete in all respects and (ii) not containing any false or misleading statements. If the information submitted pursuant to Bylaw 9 or 10, as applicable, by any stockholder proposing business or a nomination to be brought before an annual meeting shall not be true, correct and complete in all respects prior to the deadline for submitting the notice, such information may be deemed not to have been provided in accordance with this Bylaw 11(f).

(g) Certain Definitions.

(i) For purposes of these Bylaws, "***Nominating Person***" means (A) the stockholder providing the notice of the nomination proposed to be made at an annual meeting, (B) the beneficial owner or beneficial owners, if different, on whose behalf the notice of nomination proposed to be made at the annual meeting is given, (C) each Affiliate or Associate (each within the meaning of Rule 12b-2 under the Exchange Act) of such stockholder or beneficial owner(s), (D) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A, or any successor instructions) with such stockholder or beneficial owner(s) in such solicitation of proxies in respect of any such proposed nomination and (E) any person controlling, controlled by or under common control with such stockholder or beneficial owner(s).

(ii) For purposes of Bylaw 9 and Bylaw 10, "***present in person***" means that the stockholder proposing the nomination or other business to be brought before the meeting, or, if the proposing stockholder is not an individual, a qualified representative of such proposing stockholder, is in attendance at such meeting.

(iii) For purposes of these Bylaws, "***Proposing Person***" means (A) the stockholder providing the notice of business proposed to be brought before an annual meeting, (B) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is given, (C) each Affiliate or Associate of such stockholder or beneficial owner(s), (D) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A, or any successor instructions) with such stockholder or beneficial owner(s) in such solicitation of proxies in respect of any such proposed business and (E) any person controlling, controlled by or under common control with such stockholder or beneficial owner(s).

(iv) For purposes of these Bylaws, "***public disclosure***" means disclosure in a press release reported by the Dow Jones News Service, Bloomberg, Associated Press or comparable national news service or in a document filed by the Company with the SEC pursuant to the Exchange Act or furnished by the Company to stockholders.

(v) For purposes of these Bylaws, a "***qualified representative***" of a stockholder means, (A) if such stockholder is a general or limited partnership, any general partner or person who functions as a general partner of the general or limited partnership or who controls the general or limited partnership, (B) if such stockholder is a corporation or a limited liability company, any officer or person who functions as an officer of such corporation or limited liability company or any officer, director, general partner or person who functions as an officer, director or general partner of any entity ultimately in control of such corporation or limited liability company or (C) if such stockholder is a trust, any trustee of such trust.

12. Record Dates.

(a) Voting Record Dates. In order that the Company may determine the stockholders entitled to notice of any meeting of stockholders, the Board may fix a record date, which will not precede the date upon which the Board resolution fixing the same is adopted and will not be more than 60 nor less than 10 calendar days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders will be at the close of business on the calendar day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the calendar day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders will apply to any recess or adjournment of the meeting; provided, however, that the Board may fix a new record date for the determination of stockholders entitled to vote at the recessed or adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to such notice of such recessed or adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Bylaw 12(a) at the recessed or adjourned meeting.

(b) Payment Record Dates. In order that the Company may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date will not be more than 60 calendar days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose will be at the close of business on the calendar day on which the Board adopts the resolution relating thereto.

(c) Identity of Registered Holder. The Company will be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes, and will not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Company has notice thereof, except as expressly provided by applicable law.

13. Recesses and Adjournments. A meeting of stockholders may be recessed or adjourned from time to time by the presiding officer of the meeting. Upon any recessed or adjourned meeting being reconvened, any business may be transacted which properly could have been transacted in the absence of such recess or adjournment.

14. Voting List. A complete list of stockholders of record entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be open to the examination of any stockholder for any purpose germane to the meeting, for a period of ten days ending on the day before the meeting date, (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Company. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders. Except as otherwise provided by law, such list shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Bylaw 14 or to vote in person or by proxy at any meeting of stockholders. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list.

DIRECTORS

15. Function. The business and affairs of the Company will be managed under the direction of the Board.

16. Number, Election and Terms.

(a) Subject to the rights, if any, of any series of Preferred Stock to elect additional directors under circumstances specified in a Preferred Stock Designation, and to the minimum and maximum number of authorized directors provided in the Certificate of Incorporation, the authorized number of directors may be fixed from time to time only by a resolution adopted by a majority of the Whole Board.

(b) The directors, other than those who may be elected by the holders of any series of the Preferred Stock, will be classified with respect to the time for which they severally hold office in accordance with the provisions of the Certificate of Incorporation. At each annual meeting of stockholders, directors will be elected in accordance with the provisions of the Certificate of Incorporation to serve as such until the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected and until their successors are duly elected and qualified; provided that any directors that are to be elected by the holders of any series of the Preferred Stock will be so elected in the manner provided in the applicable Preferred Stock Designation.

17. Vacancies and Newly Created Directorships. Subject to the rights, if any, of the holders of any series of Preferred Stock to elect additional directors under circumstances specified in a Preferred Stock Designation, newly created directorships resulting from any increase in the authorized number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause may be filled only by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board, or by a sole remaining director, unless the Board determines by resolution that any such vacancies shall be filled by a vote of the Company's stockholders. Any director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor is duly elected and qualified. No decrease in the authorized number of directors will shorten the term of any incumbent director.

18. Removal. Unless otherwise restricted by statute or by the Certificate of Incorporation, any director or the entire Board may be removed only in accordance with the Certificate of Incorporation.

19. Resignation. Any director may resign at any time upon notice given in writing or by electronic transmission to the Chairman or the Secretary. Any resignation is effective when the resignation is delivered to the Company unless the resignation specifies a later effective date or an effective date that is contingent upon the occurrence or non-occurrence of one or more specified events.

20. Regular Meetings. Regular meetings of the Board may be held immediately after the annual meeting of stockholders and at such other time and place either within or without the State of Delaware as may from time to time be determined by the Board. Notice of regular meetings of the Board need not be given.

21. Special Meetings. Special meetings of the Board may be called by the Chairman on one day's notice to each director by whom such notice is not waived, given in a manner permitted by Bylaw 28 or by the DGCL, and will be called by the Chairman, in like manner and on like notice, upon the request of a majority of the Whole Board. The time and place of any such special meeting shall be as specified in the notice of such meeting.

22. Quorum. At all meetings of the Board, a majority of the Whole Board will constitute a quorum for the transaction of business. Except for action to be taken by committees of the Board as provided in Bylaw 24, and except for actions required by these Bylaws or the Certificate of Incorporation to be taken by a majority of the Whole Board, the act of a majority of the directors present at any meeting at which there is a quorum will be the act of the Board. If a quorum is not present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time to another place, time, or date, without notice other than announcement at the meeting, until a quorum is present.

23. Participation in Meetings by Remote Communications. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or any such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting will constitute presence in person at the meeting.

24. Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, or in these Bylaws, will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers which may require it; but no such committee will have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) making, adopting, amending or repealing any provision of these Bylaws. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures, each committee shall conduct its business in the same manner as the Board conducts its business. Any resolution of the Board establishing or directing any committee of the Board or establishing or amending the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling.

25. Compensation. The Board or a duly authorized committee thereof may establish the compensation of directors from time to time, including without limitation compensation for membership on the Board and on committees of the Board, attendance at meetings of the Board or committees of the Board, and for other services provided to the Company or at the request of the Board. For so long as the Company is admitted to the official list of ASX Limited ("***ASX***"), the maximum aggregate annual cash fee pool from which non-executive directors may be paid for their service as a member of the Board, exclusive of genuine expense reimbursement, genuine "special exertion" fees paid in accordance with these Bylaws and equity grants, shall not exceed the aggregate sum from time to time determined at an annual or special meeting of stockholders.

26. Rules. The Board may adopt rules and regulations for the conduct of meetings and the oversight of the management of the affairs of the Company.

27. Chairman of the Board. The Board, by a majority vote of the Whole Board, shall elect a Chairman from among the members of the Board. The Chairman shall not be considered an officer of the Company in his or her capacity as such. The Chairman may be removed from that capacity by a majority vote of the Whole Board. The Chairman shall preside at meetings of the Board and of the stockholders and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or as may be prescribed by these Bylaws. In the absence of the Chairman, such other director of the Company designated by the Chairman or by the Board shall act as chairman of any such meeting. The Chairman or the Board may appoint a Vice Chairman of the Board to exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Chairman or by the Board.

NOTICES AND WAIVERS

28. Notices.

(a) Notices to Stockholders.

(i) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company pursuant to applicable law or under the Certificate of Incorporation or these Bylaws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Company and shall be given (A) if mailed, when the notice is deposited in the U.S. mail, postage prepaid; (B) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address; or (C) if given by electronic mail, when directed to such stockholder's electronic mail address unless the stockholder has notified the Company in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by Bylaw 28(a)(iii). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Company.

(ii) Without limiting the manner by which notice otherwise may be given effectively to stockholders, but subject to Bylaw 28(a)(iii), any notice to stockholders given by the Company pursuant to applicable law or under the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Company. The Company may give a notice by electronic mail in accordance with Bylaw 28(a)(i) without obtaining the consent required by this Bylaw 28(a)(ii). Notice given pursuant to this Bylaw 28(a)(ii) shall be deemed given (A) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (B) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (1) such posting and (2) the giving of such separate notice; and (C) if by any other form of electronic transmission, when directed to the stockholder.

(iii) Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (A) the Company is unable to deliver by such electronic transmission two consecutive notices given by the Company and (B) such inability becomes known to the Secretary or an Assistant Secretary or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

(iv) An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Company that notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(b) Notices to Directors. Notices to directors may be given by mail or courier service, telephone, electronic transmission or as otherwise may be permitted by these Bylaws and the DGCL.

29. Waivers. Whenever any notice is required to be given by law or under the provisions of the Certificate of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person entitled to such notice, or a waiver by electronic transmission by the person entitled to such notice, whether before or after the time of the event for which notice is to be given, will be deemed equivalent to such notice. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

OFFICERS

30. Generally.

(a) The officers of the Company will be elected annually by the Board and will consist of a Chief Executive Officer, a President, a Secretary and a Treasurer. The Board may also choose one or more Vice Presidents (who may be given particular designations with respect to authority, function, or seniority), one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as the Board may from time to time determine. Notwithstanding the foregoing, the Board may authorize the Chief Executive Officer to appoint any person to any office. Any number of offices may be held by the same person. Any of the offices may be left vacant from time to time as the Board may determine. In the case of the absence or disability of any officer of the Company or for any other reason deemed sufficient by a majority of the Board, the Board may delegate the absent or disabled officer's powers or duties to any other officer or to any director.

(b) Chief Executive Officer; President. Unless the Board has designated another person as the Company's Chief Executive Officer, the President shall be the Chief Executive Officer of the Company. The Chief Executive Officer shall have general charge and supervision of the business of the Company subject to the direction of the Board, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board. The President shall perform such other duties and shall have such other powers as the Board or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe.

(c) Vice Presidents. Each Vice President, if any, shall have such powers and perform such duties as may be assigned to him or her from time to time by the Board or the Chief Executive Officer (or the President if there is no Chief Executive Officer). The Board may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board.

(d) Secretary; Assistant Secretary. The Secretary, or an Assistant Secretary, shall attend all sessions of the Board and all meetings of the stockholders and record all votes and the minutes of all proceedings in a minute book or similar electronic record to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board, and shall perform such other duties as may be assigned by the Board. The Secretary, or an Assistant Secretary, shall keep in safe custody the seal of the Company and have authority to affix the seal to all documents requiring it and attest to the same.

(e) Treasurer; Assistant Treasurer. The Treasurer, or an Assistant Treasurer, shall have the custody of the corporate funds and other property of the Company, except as otherwise provided by the Board, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer, or an Assistant Treasurer, shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and whenever requested by the Board, shall render an account of all his or her transactions as treasurer and of the financial condition of the Company, and shall perform such other duties as may be assigned by the Board.

(f) Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding the provisions herein.

(g) Voting Securities Owned by the Company. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Company may be executed in the name of and on behalf of the Company by the Chief Executive Officer, the President, any Vice President or any other officer authorized to do so by the Board and any such officer may, in the name of and on behalf of the Company, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any company in which the Company may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Company might have exercised and possessed if present. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

31. Compensation. The compensation of all directors who are also officers and agents of the Company and the executive officers of the Company will be fixed by the Board or by a committee of the Board. The Board may fix or delegate the power to fix, the compensation of other officers and agents of the Company to an officer of the Company.

32. Succession. The officers of the Company will hold office until their successors are elected and qualified or until such officer's earlier death, resignation or removal. Any officer may be removed at any time by the affirmative vote of a majority of the directors then in office. Any vacancy occurring in any office of the Company may be filled by the Board or as otherwise provided in Bylaw 30. Any officer of the Company may resign at any time by giving written notice of his or her resignation to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless such notice provides that the resignation is effective at some later time or upon the occurrence of some later event.

33. Authority and Duties. Each of the officers of the Company will have such authority and will perform such duties as are customarily incident to their respective offices or as may be specified from time to time by the Board.

STOCK

34. Certificates. The Board may provide by resolution or resolutions that some or all of any classes or series of stock of the Company shall be uncertificated shares. Certificates, if any, representing shares of stock of the Company will be in such form as is determined by the Board, subject to applicable legal requirements. Each such certificate shall be numbered and shall be signed by, or in the name of the Company by, the Chairman, or Chief Executive Officer, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on a certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

35. Transfer. Transfers of shares shall be made upon the books of the Company (i) only by the holder of record thereof, or by a duly authorized agent, transferee or legal representative and (ii) in the case of certificated shares, upon the surrender to the Company of the certificate or certificates for such shares. No transfer shall be made that is inconsistent with the provisions of applicable law.

36. Lost, Stolen or Destroyed Certificates. The Secretary may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact, satisfactory to the Secretary, by the person claiming the certificate of stock to be lost, stolen or destroyed. As a condition precedent to the issuance of a new certificate or certificates, the Secretary may require the owners of such lost, stolen or destroyed certificate or certificates to give the Company a bond in such sum and with such surety or sureties as the Secretary may direct as indemnity against any claims that may be made against the Company with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of the new certificate or uncertificated shares.

GENERAL

37. Fiscal Year. The fiscal year of the Company will end on December 31 of each calendar year or such other date as may be fixed from time to time by the Board.

38. Reliance Upon Books, Reports and Records. Each director, each member of a committee designated by the Board, and each officer of the Company will, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any of the Company's officers or employees, or committees of the Board, or by any other person or entity as to matters the director, committee member, or officer believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company.

39. Amendments. Except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, these Bylaws or any of them may be amended in any respect or repealed at any time, either (a) at any meeting of stockholders, by the affirmative vote of the holders of at least 75% of the voting power of the shares of stock issued and outstanding entitled to vote generally in the election of directors ("***Voting Stock***"), voting together as a single class, provided that any amendment or supplement proposed to be acted upon at any such meeting has been properly described or referred to in the notice of such meeting, or (b) by the Board, provided that no amendment adopted by the Board may vary or conflict with any amendment adopted by the stockholders in accordance with the Certificate of Incorporation and these Bylaws.

40. Electronic Signatures.

(a) Except as otherwise required by the Certificate of Incorporation (including as otherwise required by any Preferred Stock Designation) or these Bylaws (including, without limitation, as otherwise required by Bylaw 40(b)), any document, including, without limitation, any consent, agreement, certificate or instrument, required by the DGCL, the Certificate of Incorporation (including any Preferred Stock Designation) or these Bylaws to be executed by any officer, director, stockholder, employee or agent of the Company may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law. All other contracts, agreements, certificates or instruments to be executed on behalf of the Company may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law. The terms "***electronic mail***," "***electronic mail address***," "***electronic signature***" and "***electronic transmission***" as used herein shall have the meanings ascribed thereto in the DGCL.

(b) Notwithstanding anything to the contrary in these Bylaws, whenever Bylaws 9, 10, or 11 require one or more persons (including a stockholder) to deliver a document or information (other than a document authorizing another person to act for a stockholder by proxy at a meeting of stockholders pursuant to Section 212 of the DGCL) to the Company or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), the Company shall not be required to accept delivery of such document or information unless the document or information is in writing exclusively (and not in an electronic transmission) and delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested. For the avoidance of doubt, the Company expressly opts out of Section 116 of the DGCL with respect to the delivery of information and documents (other than a document authorizing another person to act for a stockholder by proxy at a meeting of stockholders pursuant to Section 212 of the DGCL) to the Company required by Bylaws 9, 10, or 11.

41. Forum for Adjudication of Disputes.

(a) Unless the Company consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or the Company's Certificate of Incorporation or these Bylaws (as either may be amended from time to time), or (iv) any action asserting a claim governed by the internal affairs doctrine, shall be the Court of Chancery in the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware). If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than a court located within the State of Delaware (a "***Foreign Action***") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

(b) Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be, to the fullest extent permitted by law, the sole and exclusive forum for any action asserting a claim arising under the Securities Act of 1933.

(c) To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Company shall be deemed to have notice of and consented to this Bylaw 41.

(d) If any provision of this Bylaw 41 shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Bylaw 41 (including, without limitation, each portion of any sentence of this Bylaw 41 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

42. ASX Listing. If the Company is admitted to the official list of ASX, the following clauses apply:

(a) Notwithstanding anything contained in these Bylaws, so long as the Listing Rules of ASX and any other rules of ASX that are applicable to the Company while the Company is admitted to the official list of ASX (each as amended or replaced from time to time, the "***ASX Listing Rules***"), prohibit an act being done, the act shall not be done, subject to any express written waiver by ASX.

(b) Nothing contained in these Bylaws prevents an act being done that the ASX Listing Rules require to be done.

(c) If the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).

(d) If the ASX Listing Rules require these Bylaws to contain a provision and they do not contain such a provision, these Bylaws are deemed to contain that provision.

(e) If the ASX Listing Rules require these Bylaws not to contain a provision and they contain such a provision, these Bylaws are deemed not to contain that provision.

(f) If any provision of these Bylaws is or becomes inconsistent with the ASX Listing Rules, these Bylaws are deemed not to contain that provision to the extent of the inconsistency.

42. Small Holdings. So long as the Company is admitted to the official list of ASX, the following clauses apply:

(a) in this Bylaw 43, the following definitions apply:

(i) "***CDI***" means a CHESS Depositary Interest, being a unit of beneficial ownership in one share of common stock of the Company, or such other ratio as may be adopted by the Company from time to time.

(ii) "***CDI Holder***" means a holder of CDIs.

(iii) "***Marketable Parcel***" means a number of CDIs equal to a marketable parcel as defined in the ASX Listing Rules and the ASX Operating Rules Procedures, calculated on the day before the Company gives notice under Bylaw 43(b).

(iv) "***Takeover***" means a takeover bid (as that term is defined in section 9 of the *Corporations Act 2001* (Cth)) or a similar bid under the laws of a jurisdiction outside of Australia.

(b) The Company may sell the CDIs held by a CDI Holder who holds less than a Marketable Parcel of CDIs, provided that: (i) the Company may do so only once in any 12-month period, (ii) the Company must notify the CDI Holder in writing of its intention to sell such CDIs in accordance with this Bylaw 43, (iii) the CDI Holder must be given at least 6 weeks from the date the notice is sent in which to tell the Company that the CDI Holder wishes to retain its holding of CDIs, (iv) if the CDI Holder tells the Company in accordance with Bylaw 43(b)(iii) that the CDI Holder wishes to retain its holding of CDIs, the Company will not sell the holding of CDIs, (v) the power to sell lapses following the announcement of a Takeover, however, the procedure may be started again after the close of the offers made under the Takeover, (vi) the Company or the purchaser of the CDIs must pay the costs of the sale, and (vii) the proceeds of the sale of the CDIs will not be distributed until the Company has received any certificate relating to the CDIs (or is satisfied that the certificate has been lost or destroyed).

(c) The Company may, before a sale is effected under this Bylaw 43, revoke a notice given for the purposes of this Bylaw 43 or suspend or terminate the operation of this Bylaw 43 either generally or in specific cases.

(d) If a CDI Holder is registered in respect of more than one parcel of securities (whether CDIs or shares of stock of the Company), the Company may treat the CDI Holder as a separate CDI Holder in respect of each of those parcels so that this Bylaw 43 will operate as if each parcel was held by different CDI Holders.

43. Restricted Securities. If the Company is admitted to the official list of ASX, the following clauses apply:

(a) A holder of restricted securities (as defined in the ASX Listing Rules, "***Restricted Securities***") must not dispose (as that term is defined in the ASX Listing Rules, "***Dispose***") of, or agree to offer to Dispose of, their Restricted Securities during the escrow period applicable to those Restricted Securities, except as permitted by the ASX Listing Rules or ASX.

(b) If the Restricted Securities are in the same class as quoted securities, the holder will be taken to have agreed in writing that the Restricted Securities are to be kept on the Company's issuer sponsored subregister and are to have a holding lock (as that term is defined in the ASX Listing Rules) applied for the duration of the escrow period applicable to those Restricted Securities.

(c) The Company will refuse to acknowledge any Disposal (including, without limitation, to register any transfer) of Restricted Securities during the escrow period applicable to those Restricted Securities, except as permitted by the ASX Listing Rules or ASX.

(d) A holder of Restricted Securities will not be entitled to participate in any return of capital on those Restricted Securities during the escrow period applicable to those Restricted Securities, except as permitted by the ASX Listing Rules or ASX.

(e) If a holder of Restricted Securities breaches a restriction deed (as that term is defined in the ASX Listing Rules) or a provision of these Bylaws restricting a Disposal of those Restricted Securities, the holder will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of those Restricted Securities for so long as the breach continues.