

ASX ANNOUNCEMENT

22 November 2024

New Constitution

Vault Minerals Limited (ASX:VAU) advises that shareholders approved the adoption of a new Constitution at today's Annual General Meeting.

In accordance with ASX Listing Rule 15.4.2, a copy of the new Constitution is attached to this release.

This announcement was authorised for release to ASX by Luke Tonkin, Managing Director.

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Constitution of Vault Minerals Limited ACN 068 647 610

A public company limited by shares

Adopted: 22 November 2024

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1 Name of Corporation

The name of the Company is Vault Minerals Limited.

2 Status of the Constitution

2.1 Constitution of the Company

This is the constitution of the Company.

2.2 Replaceable Rules

This Constitution displaces the Replaceable Rules. Accordingly, none of the Replaceable Rules apply.

2.3 Listing Rules

While the Company is on the official list of ASX, the following rules apply:

- (a) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act must not be done;
- (b) nothing contained in this Constitution prevents an act being done that the Listing Rules require to be done;
- (c) if the 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 Listing Rules require this Constitution to contain a provision and it does not contain such a provision, this Constitution is treated as containing that provision;
- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is treated as not containing that provision; and
- (f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is treated as not containing that provision to the extent of the inconsistency.

3 Interpretation

3.1 Definitions

In this Constitution these terms have the following meanings:

Approved Securities	Securities which are approved in accordance with the Operating Rules.
ASX	ASX Limited ACN 008 624 691 or Australian Securities Exchange, as the context requires.
Auditor	The person appointed for the time being as the auditor of

	the Company.
Board	The Directors and alternates present at a meeting, duly convened as a Board meeting, at which a quorum is present.
Business Day	The meaning given to that term in the Listing Rules.
Certificate	Any certificate issued by the Company on issue, or registration of transfer, of any Security, and any duplicate of that certificate.
Company	Vault Minerals Limited ACN 068 647 610, as that name may be changed from time to time.
Constitution	The constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
CS Facility	The same meaning as prescribed CS facility in the Corporations Act.
Default Rate	The interest rate per annum that is the sum of 3% and the rate advised by Commonwealth Bank of Australia (or such other bank as is nominated by the Company) as an equivalent rate charged by that bank for overdrafts in excess of \$100,000.
Director	A person who is a director for the time being of the Company, and Directors means more than one Director, and in relation to rules applying to meetings of the Board, including voting by Directors and material personal interests, references to Directors include alternates.
Executive Director	A natural person appointed as an executive Director.
Holder	<p>(a) In respect of a Share, the Member who holds that Share; and</p> <p>(b) in respect of any other Security, the person who is entered in the records kept by the Company as the holder of that Security.</p>
Holding Lock	The meaning given to that term in the Listing Rules.
Listing Rules	The Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Managing Director	Any person appointed for the time being as a managing director of the Company.

Market Transfer	<p>(a) A transfer of Shares pursuant to or connected with a transaction entered into on the stock market operated by ASX and includes a Proper Transfer; or</p> <p>(b) an issue of Shares as a result of the exercise of any rights, options or convertible notes where such rights, options or notes are traded on a market operated by ASX.</p>
Member	A person who is, or who is registered as, a member of the Company or, in the case of joint holders of any Share, who are, or who are registered as, joint holders of that Share, and Members means more than one Member.
Non-Executive Director	A natural person appointed as non-executive Director.
Operating Rules	The operating rules for the time being of a CS Facility regulating the settlement, clearing and registration of uncertificated securities as amended, varied or waived (whether in respect of the Company or generally) from time to time, including the ASX Operating Rules and the ASX Settlement and Operating Rules.
Option	An option to subscribe for any unissued Security.
Proper Transfer	The meaning given to the term proper ASTC transfer in the <i>Corporations Regulations 2001</i> (Cth).
Register	<p>(a) In respect of Shares, the Register of Members;</p> <p>(b) in respect of other Securities, the records of Holders kept by the Company.</p>
Register of Members	The register of Members maintained pursuant to the Corporations Act.
Replaceable Rules	The replaceable rules applicable to a public company limited by shares which are set out in the Corporations Act.
Restricted Securities	The meaning given to that term in the Listing Rules.
Restriction Deed	The meaning given to that term in the Listing Rules.
Seal	The common seal for the time being of the Company.
Secretary	Any person appointed for the time being as, or to perform the functions of, secretary of the Company.
Security	Includes any Share, any unit of a Share, any rights to Shares, any option to subscribe for any Share, any instalment receipt and other security with rights of conversion to equity in the share capital of the Company and any debenture issued by the Company.

Share Any share in the share capital of the Company, and
Shares means more than one Share.

3.2 Interpretation

In this Constitution:

- (a) a reference to a partly paid Share is a reference to a Share on which there is an amount unpaid;
- (b) a reference to an amount unpaid on a Share includes a reference to any amount of the issue price which is unpaid;
- (c) a reference to a call or an amount called on a Share includes a reference to a sum that, by the terms of issue of a Share, becomes payable on issue or at a fixed date;
- (d) a reference to a Director in relation to rules applying to meetings of the Directors, includes alternate Directors;
- (e) unless the contrary intention appears:
 - (i) a singular word includes the plural, and vice versa;
 - (ii) words importing any gender include all other genders;
 - (iii) words used to refer to persons generally or to refer to a natural person include a firm, body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);
 - (iv) a reference to a 'person' includes that person's successors and legal personal representatives and a corporate representative appointed pursuant to section 250D of the Corporations Act;
 - (v) 'writing' and 'written' includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;
 - (vi) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it, and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
 - (vii) a reference to the Listing Rules or the Operating Rules includes any variation, consolidation or replacement of those rules and is to be taken to be subject to any applicable waiver or exemption; and
 - (viii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase are given corresponding meanings;
- (f) a reference to a power is also a reference to authority or discretion;
- (g) a power, an authority or a discretion given to a Director, the Directors, the Board, the Company in general meeting or Member may be exercised at any time and from time to time;

- (h) a power or authority to do something includes a power or authority, exercisable in the like circumstances to revoke or undo it;
- (i) the word 'agreement' includes an undertaking or other binding arrangement or understanding, whether or not in writing;
- (j) the words 'including', 'include' and 'includes' are to be construed without limitation;
- (k) headings are used for convenience only and are not intended to affect the interpretation of this Constitution;
- (l) references to the Listing Rules apply if the Company is on the official list of ASX, but do not apply if it is not;
- (m) an expression in a rule that deals with a matter dealt with by a provision of the Corporations Act, the Listing Rules or the Operating Rules has the same meaning as in that provision; and
- (n) subject to **rule 3.2(m)** an expression that is used in the Corporations Act has the same meaning in this Constitution as in the Corporations Act.

4 Transitional

- (a) This Constitution supersedes the constitution in force immediately before the adoption of this Constitution.
- (b) Everything done under any previous constitution of the Company continues to have the same operation and effect after the adoption of this Constitution as if properly done under this Constitution. In particular (without limitation) every Director, alternate Director and Secretary in office immediately before the adoption of this Constitution is taken to have been appointed and continues in office under this Constitution.

5 Securities

5.1 Allotment and issue of Securities

Subject to the Corporations Act, the Listing Rules and this Constitution, the Board may allot and issue Securities (including Options) in the Company to any person on such terms and with such rights as the Board determines.

5.2 Class rights

- (a) Subject to the Corporations Act, the Listing Rules and this Constitution, the Board may issue any Security with any preferred, deferred or other special rights or restrictions as to dividends, voting, return of capital, payment of calls or otherwise as the Board determines.
- (b) Subject to this rule 5.2 and the Corporations Act, the Company may by resolution convert or reclassify any Securities.

- (c) If the share capital of the Company is divided into different classes, unless the terms of issue of any class provide otherwise:
 - (i) any right attaching to securities in that class may be cancelled, abrogated or varied by a special resolution passed at a separate meeting of the Holders of the issued Securities of that class or with the consent in writing of the Holders of three-quarters of the issued Securities of that class; and
 - (ii) any right attaching to Securities of any class issued with preferred or other rights will not be abrogated or varied by the creation or issue of further Securities ranking equally with those Securities.
- (d) The provisions of the Corporations Act and this Constitution relating to special resolutions and meetings of the Company apply to a special resolution or meeting referred to in **paragraph (c)** with any necessary modifications.

5.3 Preference Shares

- (a) The Company may issue any Shares as preference Shares including:
 - (i) preference Shares which are liable to be redeemed in a manner permitted by the Corporations Act; and
 - (ii) preference Shares in accordance with the terms of the **Schedule**.
- (b) The issue of any Security which ranks in priority to preference Shares in any respect will be treated as a variation or abrogation of the rights of the preference Shares. The issue of any Security ranking equally with preference Shares will not be treated as a variation of any of the rights of the preference Shares if that Security may not be redeemed until all existing preference Shares have been redeemed or converted to another class of Security.

5.4 Commission and brokerage

- (a) The Company may make payments by way of brokerage or commission to a person in consideration for the person subscribing or agreeing to subscribe, whether absolutely or conditionally, for Securities or procuring or agreeing to procure subscriptions, whether absolute or conditional, for Securities.
- (b) The brokerage or commission may be satisfied by payment in cash, by issue of fully or partly paid Securities, by issue of debentures or a combination of all or any of such ways.

5.5 Fractional entitlement

Subject to the Corporations Act, on any issue of Securities (including on a distribution or bonus issue) or alteration of the Company's Share capital (including a consolidation), if a Holder is entitled to a fraction of a Security, the Board may deal with that fractional entitlement, on behalf of that Holder, in any manner determined by the Board to be appropriate, including by:

- (a) making cash payments;

- (b) determining that fractions may be disregarded;
- (c) appointing a trustee to deal with any fractional entitlements on behalf of Members; and
- (d) rounding up any fractional entitlement to the nearest whole Security by capitalising any amount available for capitalisation under **rule 20.7** (even if only some Members participate in such capitalisation).

5.6 Certificates

- (a) If the Company participates in a computerised or electronic share transfer system conducted in accordance with the Listing Rules, the Company is not required to issue a Certificate for the Securities held by a Holder and may cancel a Certificate without issuing another Certificate where the non-issue of a Certificate is permitted by the Listing Rules or the Operating Rules. The Board may determine to issue a Certificate in respect of any Security or Securities, to cancel any Certificate and to replace any Certificate that is worn out, defaced, stolen, lost or destroyed.
- (b) If Securities are not subject to a computerised or electronic share transfer system, a Certificate for the Securities must be issued in accordance with the provisions of the Corporations Act, this Constitution and the Listing Rules.
- (c) Where the Company has determined not to issue Certificates or to cancel existing Certificates, a Holder will have the right to receive such statements of holdings as are required to be distributed to a Holder under the Corporations Act, the Listing Rules or the Operating Rules.

5.7 Joint holders of Securities

Where two or more persons are registered as the joint holders of any Security:

- (a) subject to the Listing Rules, Operating Rules and the Corporations Act, the Company will not register more than the maximum number of persons permitted to be registered under the Operating Rules as joint holders of any Security;
- (b) they hold that Security as joint tenants with rights of survivorship;
- (c) each Certificate or holding statement must set out the name of all joint holders;
- (d) on the death of any one or more of them, the survivor or survivors, as the case may be, are the only persons the Company recognises as having legal title to that Security;
- (e) if the Company is required by the Corporations Act or the Listing Rules to issue a Certificate or holding statement in respect of a Security, the Company must issue one Certificate or holding statement and delivery of a Certificate or holding statement for the Security to any one of the joint holders of the Security is delivery to all the joint holders;

- (f) each of them is jointly and severally liable to pay each call or instalment of each call and interest and any other amount payable in respect of that Security;
- (g) on transfer of that Security the instrument of transfer must be signed by all joint holders;
- (h) if the Board receives a request to convene a general meeting in accordance with this Constitution from any joint holder or any joint holders of that Security, the request must detail any proposed resolution, the name or names of the joint holder or holders requesting the meeting and be signed by all of the joint holders making the request. For this purpose, signatures of joint holders may be contained in more than one document;
- (i) if more than one joint holder attends a general meeting and purports to be entitled to vote on any resolution at that meeting, the joint holder whose name appears in the Register before the names of other joint holders attending the meeting may vote; and
- (j) any one of them may give a receipt for any amount paid in respect of that Security.

5.8 Restricted Securities

If at any time any of the share capital of the Company is classified by ASX as Restricted Securities, then despite any other provision of this Constitution:

- (a) a holder of Restricted Securities must not Dispose of, or agree or offer to Dispose of, the Restricted Securities during the escrow period applicable to those Restricted Securities except as permitted by the 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 (as that term is defined in the Listing Rules) and are to have a Holding Lock applied for the duration of the escrow period applicable to those Securities;
- (c) the Company must 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 Listing Rules or ASX;
- (d) a holder of Restricted Securities is not 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 Listing Rules or ASX; and
- (e) if a holder of Restricted Securities breaches a Restriction Deed or a provision of this Constitution 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.

For the purposes of this rule 5.8, **Dispose** has the meaning given to it in the Listing Rules and **Disposal** has the corresponding meaning.

5.9 Interests recognised

- (a) Subject to this Constitution and the rights of joint holders of Securities, the Company is entitled to treat the Holder of any Security as the sole legal owner of that Security.
- (b) Subject to the Corporations Act and this Constitution, the Company is not required to recognise:
 - (i) a person as holding a share on trust; or
 - (ii) any equitable, contingent, future or other claim or interest in respect of any Security,even if the Company has notice of such trust, claim or interest.

5.10 Compliance with Operating Rules

Notwithstanding anything to the contrary in this Constitution, the Company must comply with the Operating Rules in relation to any of its Securities that are Approved Securities.

6 Calls, forfeiture and liens

6.1 Power to make calls

- (a) Subject to the Corporations Act, the Listing Rules, this Constitution and the terms on which the Securities are on issue, the Board may make a call or calls on any Holder in respect of any amount unpaid on any Security held by that Holder, and may differentiate between Members as to the amount of calls to be paid and the time for payment.
- (b) The Board may, to the extent permitted by the Corporations Act and the Listing Rules, waive or compromise all or part of any payment due under the terms of any issue of a Security or under any call.
- (c) Notwithstanding any other provision of these rules, the Company has no contractual right by virtue of this Constitution to recover from a Member a call in respect of any amount unpaid on the Securities of that Member.

6.2 Date of call and number of payments

- (a) Subject to the terms on which the Securities are on issue, a call is made on the date the Board resolves to make a call or, where the date of any call is specified in the terms on which the Securities are on issue, on the date the Board allots the Securities.
- (b) Subject to the terms on which the Securities are on issue, a call may be payable in one payment or in instalments.

6.3 Deemed call

Any amount unpaid on a Security that, by the terms of issue of that Security becomes payable on issue or at a fixed date:

- (a) is treated for the purposes of this Constitution as if that amount were payable under a call duly made and notified; and
- (b) must be paid on the date on which it is payable under the terms of issue of the Security.

6.4 Notice of call

- (a) Subject to the terms on which the Securities are on issue and the Listing Rules, at least 14 days' notice must be given to the Holder of the date on which the amount of the call or the instalment of the call must be paid.
- (b) Subject to the terms on which the Securities are on issue and the Listing Rules, the notice must state:
 - (i) the amount of the call or, as the case may be, the amount of each instalment;
 - (ii) the date (or dates) for payment;
 - (iii) the time (or times) for payment;
 - (iv) the place (or places) for payment;
 - (v) that interest may be payable if payment is not made on or before the date (or dates) for payment; and
 - (vi) that a lien will arise if the amount of the call or the instalment is not paid in accordance with the notice.
- (c) Any unintentional omission or error in giving or not giving notice of a call or the non-receipt of notice of a call by any person entitled to receive notice does not invalidate the call.

6.5 Revocation, postponement or extension of calls

Subject to the terms on which the Securities are on issue and the Listing Rules, before the Company receives any amount due under any call or instalment, the Board may determine to revoke, postpone or extend the period within which that call or instalment must be paid. If the Board so determines, the Board must notify all persons on whom the call was made.

6.6 Interest on unpaid calls

- (a) A Member must pay to the Company any called amount in the manner, by the time and at the place specified in the notice of the call.
- (b) If an amount called is not paid on or before any date specified in the notice for payment, the Holder must pay to the Company:
 - (i) interest on the amount unpaid from the date specified in the notice of the call for payment until and including the date of actual payment; and

- (ii) all costs and expenses that the Company incurs due to the failure to pay or late payment.
- (c) For the purposes of **rule 6.6(b)(i)**, the interest rate may be determined by the Board, or, if the Board does not determine a rate, the interest rate is the Default Rate. Interest will accrue and compound daily.
- (d) The Board may waive the right to require the payment of interest.

6.7 Recovery of called amounts

- (a) In any proceedings where it is necessary to prove the right to forfeit or sell Securities for non-payment of a call it is sufficient to prove that:
 - (i) the name of the person against whom proceedings are issued is entered in the Register as the Holder of the Securities the subject of the unpaid call;
 - (ii) the resolution making the call is duly recorded in the minute book of the Company; and
 - (iii) either:
 - (A) notice of the call was given to the Holder of the Securities the subject of the unpaid call; or
 - (B) in the case of calls or instalments payable at fixed times by the terms of issue of any Securities or otherwise, those terms apply,

will be conclusive evidence of the obligation of the Holder to pay the call and it is not necessary to prove the appointment of the Directors who made the call or any other matter.

- (b) Any proceeding brought by the Company in accordance with this rule 6.7 will be without prejudice to the right of the Company to forfeit the Security the subject of the unpaid call.
- (c) In this rule 6.7 a proceeding to recover a call or an amount includes a proceeding against a person whom the Company alleges a set-off or counterclaim.

6.8 Payment of calls in advance

- (a) The Board may accept any sum in respect of any amount uncalled or called but not yet payable on any Security.
- (b) The Board may authorise payment by the Company of interest upon the whole or any part of any sum so accepted until the date on which the sum paid is payable under a call. The interest rate will be determined by the Board, not exceeding the Default Rate.
- (c) Any sum so accepted is:
 - (i) to be treated as a loan to the Company, not as share capital of the Company until the date on which the sum is payable under a call or instalment; and

- (ii) not to be taken into account in determining an entitlement to vote or the amount of any distribution in respect of any Security.
- (d) The Board may repay any sum so accepted at any time on giving the Holder not less than 10 days' notice.

6.9 Differentiation between Holders of amounts payable on calls

The terms on which Securities are on issue may differ between Holders as to the amount to be paid on any call or instalment and the date (or dates) on which payment is to be made.

6.10 Notice regarding forfeiture

If any Holder does not pay the amount of any call or instalment in respect of any Security when it is due, the Board may give notice to the Holder or if the Company has notice of the death, bankruptcy or the mental incapacity of the Holder, give notice to the person entitled to be registered as the holder of that Security:

- (a) requiring payment of:
 - (i) the unpaid call or instalment;
 - (ii) any costs and expenses incurred by the Company as a result of the non-payment of the call or instalment and the amount of the costs and expenses; and
 - (iii) interest that has accrued and compounded (on a daily basis) on the amount of the unpaid call or instalment;
- (b) demanding payment of those amounts by a specified time (at least 14 days after the date of the notice);
- (c) stating the place where payment is to be made; and
- (d) stating that the Security and any distribution in respect of it not yet made are liable to be forfeited and that on forfeiture the Securities may be sold or otherwise disposed of if payment of the amount demanded is not made in full by the due date set out in the notice.

6.11 Forfeiture

- (a) Subject to the Corporations Act and the Listing Rules, if payment of the amount demanded is not made in full in accordance with the notice, any Security or distribution the subject of the notice may be forfeited on a resolution of the Board to that effect.
- (b) The Board may accept the surrender of any Security which may be forfeited. If the Board accepts the surrender, that Security will be treated as having been forfeited.
- (c) A forfeiture of any Security under this rule 6.11 includes all dividends declared, and all interest and other amounts payable by the Company, in respect of the forfeited Security and not actually paid before the forfeiture.

- (d) If any Security is forfeited, notice of forfeiture will be given to the Holder of that Security and the date and details of the forfeiture will be recorded in the Register. Failure to do so will not invalidate the forfeiture.
- (e) Subject to the Listing Rules, the Board may sell or otherwise dispose of any forfeited Security on behalf of the Holder of that Security and, in the case of disposal, with or without crediting as paid up any amount paid on the Security by any former Holder. The terms and manner of sale or disposal are to be determined by the Board. The only remedy of a person who suffers a loss because of a sale of a Security by the Company is a claim for damages against the Company.
- (f) At any time before any forfeited Security is sold or otherwise disposed of, the Board may cancel the forfeiture on terms determined by it.
- (g) On forfeiture of any Security, the holder of that Security ceases to be a Holder and ceases to have any right as a Holder in respect of that forfeited Security (including in respect of any distribution), but remains liable to pay the Company:
 - (i) all amounts payable by the former Holder to the Company at the date of forfeiture;
 - (ii) any and all costs or expenses incurred by the Company in respect of the forfeiture; and
 - (iii) interest to accrue and to compound daily at a rate determined by the Board or, if no such rate is determined, at the Default Rate on those amounts from the date of forfeiture until payment of amounts and accrued interest in full.
- (h) The liability of a Holder continues until:
 - (i) the Holder pays all those amounts and accrued interest in full; or
 - (ii) the Company receives and applies as the net proceeds from the sale or other disposal of the forfeited Security an amount which is equal to or greater than all those amounts and accrued interest.
- (i) The forfeiture of a Security extinguishes all interest in, and all claims and demands against the Company relating to, the forfeited Security and, subject to **rule 6.11(j)**, all other rights attached to the Security.
- (j) On completion of a sale or other disposal of a Security under **rule 6.11(e)**, the rights which attach to the Security which were extinguished under **rule 6.11(i)** revive.
- (k) The Company may receive the net proceeds from the sale or other disposal of any forfeited Security and execute an instrument of transfer in respect of the forfeited Security. The Company must apply the net proceeds of any sale or other disposal of any Security in or towards satisfaction of:
 - (i) firstly, costs and expenses paid or payable in connection with the enforcement of the forfeiture and the sale or other disposal of that

Security; and

- (ii) secondly, all amounts due but unpaid and accrued interest on all those amounts.
- (l) The Company must pay the balances (if any) of the net proceeds of sale or other disposal to the person whose forfeited Security has been sold or otherwise disposed of.
- (m) The purchaser of any forfeited Security is entitled to assume that the proceeds of the sale or other disposal have been applied in accordance with this Constitution and is not responsible for the application of the purchase money by the Company. The title of the purchaser to the forfeited Security is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the Security.

6.12 Continuing liability

If the net proceeds from the sale or other disposal of any Security are less than the sum of the amount:

- (a) due but unpaid in respect of that Security;
- (b) the costs and expenses paid or payable in connection with the enforcement of the forfeiture and the sale or other disposal; and
- (c) interest on those amounts,

(together the **Shortfall**), the person whose Security has been sold or otherwise disposed of, continues to be liable and must pay to the Company an amount equal to the Shortfall together with interest at the Default Rate.

6.13 Cancellation of forfeited Securities

- (a) Subject to the Corporations Act and the Listing Rules, by resolution passed at a general meeting, the Company may cancel any forfeited Security.
- (b) Liability for the amount called but unpaid in respect of the cancelled Security may not be released or waived without the approval of the holders of ordinary Shares given in accordance with the Listing Rules.

6.14 Forfeiture applies to non-payment of instalment

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a Security, becomes payable at a fixed time, whether on account of the nominal value of the Security or by way of premium, as if that sum had been payable by virtue of a call duly made and notified.

6.15 Lien

- (a) The Company has a first and paramount lien:
 - (i) on each Security for all due and unpaid calls and instalments due and unpaid in respect of that Security;
 - (ii) on each Security in respect of any payment which the Company is

required by law to pay (and has paid) in respect of the Security;
and

- (iii) on each Security acquired under an employee incentive scheme for any money payable to the Company in relation to them, including any loan under an employee incentive scheme.
- (b) In each case, the lien extends to all distributions (including dividends) from time to time payable in respect of the Securities, to the proceeds of sale of the Security and to interest (at such rate as the Board may determine or if the Board does not determine a rate at a rate equal to the Default Rate) and expenses incurred because the amount is not paid.
- (c) The Company may do all things necessary or appropriate for it to do to protect any lien or other right to which it may be entitled under any law or this Constitution.
- (d) By notice, the Board may discharge or waive, in whole or in part, any lien or declare any Security to be wholly or partly exempt from a lien, but otherwise no act or omission is to be taken as discharging or a waiver or grant of an exemption from any lien. A lien may not be discharged or waived otherwise.
- (e) If any Security is subject to a lien and the Company registers the transfer of any Security subject to a lien without giving notice of the lien to the transferee of the Security, the lien is treated as waived as against the transferee.

6.16 Enforcement of lien

- (a) The Board may sell or otherwise dispose of any Security the subject of a lien, if:
 - (i) a sum in respect of which the lien exists is due and payable but is unpaid;
 - (ii) the Company has provided notice to the Holder or if the Company has notice of the death, bankruptcy or the mental incapacity of the Holder, provided notice to the person entitled to be registered as the holder of that Security:
 - (A) setting out that amount due but unpaid, paid or required to be paid or outstanding;
 - (B) requiring payment of that amount; and
 - (C) stating that the Security is liable to be sold or otherwise disposed of if payment of that amount is not made by the specified time (being at least 14 days after the date of the notice); and
 - (iii) the amount specified in the notice is not paid in full in accordance with the notice.
- (b) The terms on which and manner by which any Security may be sold or otherwise disposed of are to be determined by the Board. The only

remedy of a person who suffers a loss because of a sale of a Security by the Company is a claim for damages against the Company.

- (c) Interest accrues and compounds daily at the rate determined by the Board or, if no such rate is determined, at the Default Rate on the amount due but unpaid, costs and expenses paid in connection with the enforcement of the lien and the sale or other disposal of the Securities.
- (d) The sale or other disposal of a Security under **rule 6.16(a)** extinguishes all interest in, and all claims and demands against the Company relating to, the Security and, subject to **rule 6.16(e)**, all other rights attached to the Security.
- (e) On completion of a sale or other disposal of a Security under **rule 6.16(a)**, the rights which attach to the Security which were extinguished under **rule 6.16(d)** revive.
- (f) The Company may receive the net proceeds of the sale or other disposal of any Security and execute an instrument of transfer in respect of the Security. The Company must apply the net proceeds of the sale or disposal of any Security in or towards satisfaction of:
 - (i) firstly, costs and expenses paid or payable in connection with the enforcement of the lien and the sale or other disposal of that Security; and
 - (ii) secondly, all amounts due but unpaid and accrued interest on all those amounts.
- (g) The Company must pay any balance of the net proceeds of sale or other disposal to the person whose Security has been sold or otherwise disposed of.
- (h) The purchaser of any Security the subject of a lien is entitled to assume that the proceeds of sale or other disposal have been applied in accordance with this Constitution and is not responsible for the application of the purchase money by the Company. The title of the purchaser to the Security is not affected by any irregularity or invalidity in connection with the sale.

6.17 Continuing liability

If the net proceeds from the sale or other disposal are less than the sum of the amount:

- (a) due but unpaid in respect of that Security;
- (b) the costs and expenses paid or payable in connection with the enforcement of the lien and the sale or other disposal; and
- (c) interest on those amounts,

(together, the **Shortfall**), the person whose Security has been sold or otherwise disposed of, continues to be liable and must pay to the Company an amount equal to the Shortfall together with interest at the Default Rate.

6.18 Member's indemnity for payment required by law

- (a) If the law of any jurisdiction imposes or purports to impose any immediate, future or possible liability on the Company, or empowers or purports to empower any person to require the Company to make any payment in respect of a Member, a Security held by that Member (whether alone or jointly) or a dividend or other amount payable in respect of a Security held by that Member, the Company:
 - (i) is fully indemnified by that Member from that liability;
 - (ii) may recover as a debt due from the Member the amount of that liability together with interest at the Default Rate from the date of payment by the Company to the date of repayment by the Member; and
 - (iii) subject to **rule 8**, may refuse to register a transfer of any Security by that Member until the debt has been paid to the Company.
- (b) Nothing in this Constitution in any way prejudices or affects any right or remedy which the Company has (including any right of set off) and, as between the Company and the Member, any such right or remedy is enforceable by the Company.

7 Payment of amounts required by law

The Company may make payment to any government authority (including any taxation authority) in respect of the Member, the death of the Member or any Security or distribution (including any dividend) if it is required by law to make payment. The Company may, but it is not obliged to, notify the Member of its intention to make payment.

8 Transfer and transmission of Securities

8.1 Participation in computerised or electronic systems

- (a) The Board may do anything it considers necessary or desirable and that is permitted under the Corporations Act and the Listing Rules to facilitate the Company's participation in any computerised or electronic system established or recognised by the Corporations Act or the Listing Rules for the purposes of facilitating dealings in Securities.
- (b) The Board may, to the extent permitted by law, waive any requirements of **rules 8.1 to 8.3** and provide alternative requirements instead, to give effect to **rule 8.1(a)** or for another purpose.

8.2 Form of transfers

- (a) Subject to this Constitution and to any restrictions attached to the Security, a Holder may transfer all or any of the Holder's Securities by:
 - (i) any computerised or electronic system established or recognised

by the Listing Rules or the Corporations Act for the purpose of facilitating dealings in Securities, including a transfer that may be effected under the Operating Rules or other electronic transfer process;

- (ii) an instrument of transfer in writing in any usual or common form or in any other form that the Board approves; or
 - (iii) a Proper Transfer.
- (b) If an instrument of transfer under **rule 8.2(a)(i)** or **8.2(a)(ii)** is used to transfer a Security and the transferor or transferee is a clearing house or its nominee(s), the instrument of transfer may be executed by hand or by machine imprinted signature or by such other manner of execution as the Directors may approve from time to time.
 - (c) Except in the case of a Proper Transfer, the transferor remains the Holder of the Securities until the name of the transferee is entered in the Register in respect of those Securities.
 - (d) In the case of a Market Transfer, the Company must comply with the obligations imposed on it by the Listing Rules and the Operating Rules and any applicable legislation in connection with any transfer of Securities.

8.3 Registration procedure

Where an instrument of transfer is used by a Holder to transfer Securities, the following provisions apply:

- (a) the instrument of transfer must be executed by or on behalf of both the transferor and the transferee unless it is a Proper Transfer (the Board may resolve, either generally or in any particular case, to accept for registration an instrument of transfer that has been executed using a machine imprinted signature);
- (b) the instrument of transfer must, if required by law to be stamped, be duly stamped;
- (c) the instrument of transfer must be delivered to the share registry of the Company for registration together with the Certificate (if any) for the Securities to be transferred and, subject to the Listing Rules, any other evidence the Directors may require to prove the title of the transferor to the Securities and the transferor's right to transfer the Securities;
- (d) subject to the Listing Rules, a reasonable fee may be charged for registering a paper-based instrument of transfer in registrable form; and
- (e) on registration of a transfer of Securities, the Company must cancel the old Certificate (if any) and any duplicate Certificate.

8.4 Transfers and Certificates

Securities will be transferred and, subject to this Constitution, Certificates relating to them will be issued and delivered in accordance with the Corporations Act and the Listing Rules.

8.5 Directors' powers to apply a Holding Lock and to decline to register

- (a) Subject to the Listing Rules and the Operating Rules, the Board may decline to register, or prevent registration of, a transfer of Securities or request the application of a Holding Lock to prevent a transfer of Securities where:
 - (i) the transfer is not in registrable form;
 - (ii) the Company has a lien on any of the Securities the subject of the transfer;
 - (iii) the transfer is paper-based and registration of the transfer will result in a holding which is less than a marketable parcel;
 - (iv) the transfer is not permitted under the terms of issue of the Security, applicable Australian law, the Listing Rules or any escrow agreement relating to Restricted Securities entered into by the Company (including a Restriction Deed); or
 - (v) the Company is otherwise permitted or required to do so under any applicable law, Listing Rules, Operating Rules or terms of issue of the Securities.
- (b) If the Board requests the application of a Holding Lock to prevent a transfer of Approved Securities or refuses to register a transfer of a Security, it must give written notice to the Holder of the Security and the broker lodging the transfer, if any, of the refusal to transfer in accordance with the Listing Rules. If such notice is not given any act or decision of the Board is not invalid.

8.6 Non-interference with registration

Other than as provided for in this Constitution or as required by the Listing Rules, the Company may not prevent, delay or interfere with the generation of a Proper Transfer or the registration of a paper-based transfer of any Security in registrable form.

8.7 Instruments of transfer retained

- (a) All instruments of transfer that are registered will be retained by the Company but any instrument of transfer which the Board declines to register will, except in the case of fraud, or alleged fraud, upon demand in writing be returned to the party who delivered it within 12 months of the giving of notice of refusal to register.
- (b) The Company may authorise the destruction of the instrument of transfer that is registered subject to the provisions of any applicable legislation and after at least three months from the date of registration of the instrument of transfer has passed.

8.8 Transmission of Securities on death

- (a) On the death of a Holder who does not own Securities jointly, the Company will recognise only the personal representative of the

deceased Holder as being entitled to the deceased's interest in Securities of the deceased Holder.

- (b) If the personal representative of the deceased Holder provides the Board with information it reasonably requires to establish conclusively that the personal representative is the personal representative of the deceased Holder, the Board will notify the personal representative of that entitlement and that the personal representative has the same rights as the deceased Holder. At any time after the Board so notifies the personal representative, the personal representative may:
 - (i) by giving a signed notice to the Company, elect to be registered as the holder of any Security owned by the deceased; or
 - (ii) subject to the provisions of this Constitution as to transfers, transfer any Security owned by the deceased to another person.
- (c) A trustee, executor or administrator of the estate of a deceased Holder may be registered as the holder of any Security owned by the deceased as trustee, executor or administrator of that estate.
- (d) The death of a Holder will not release the estate of that Holder from any liability in respect of any Securities.

8.9 Transmission of Securities on bankruptcy

- (a) If a person entitled to any Security on the bankruptcy of a Holder provides the Board with information it reasonably requires to establish conclusively that the person is entitled to be registered as the holder of any Security owned by the bankrupt Holder, the Board will notify the person of that entitlement and that the person has the same rights as the bankrupt Holder. At any time after the Board so notifies the person, the person may:
 - (i) by giving a signed notice to the Company, elect to be registered as the holder of any Security owned by the bankrupt Holder; or
 - (ii) subject to the provisions of this Constitution as to transfers, transfer any Security owned by the bankrupt Holder to another person.
- (b) A trustee or administrator of a person who is bankrupt may be registered as the holder of any Security owned by that person as trustee or administrator of that person's affairs.
- (c) This rule is subject to the *Bankruptcy Act 1966* (Cth).

8.10 Transmission of Securities on mental incapacity

- (a) If a person entitled to any Security because a Holder is subject to assessment or treatment under any mental health law provides the Board with information it reasonably requires to establish conclusively that the person is entitled to be registered as the holder of any Security owned by the Holder, the Board will notify the person of that entitlement

and that the person has the same rights as the Holder. At any time after the Board so notifies the person, the person may:

- (i) by giving a signed notice to the Company, elect to be registered as the holder of any Security owned by the Holder; or
 - (ii) subject to the provisions of this Constitution as to transfers, by giving a proper instrument of transfer to the Company, transfer any Securities owned by the Holder to another person.
- (b) A trustee or administrator of a person who is mentally or physically incapable of managing his or her affairs, may be registered as the holder of any Security owned by that person as trustee or administrator of that person's affairs.

8.11 Operating Rules

The provisions of **rules 8.8 to 8.10** are subject to all other provisions of this Constitution relating to transfers of Securities and any provisions of the Operating Rules which deal with transmission on death or by operation of law.

9 Closure of Register

Subject to the Corporations Act, the Listing Rules and the Operating Rules, the Register may be closed during any time, and for any periods, the Board thinks fit.

10 Sale of non-marketable parcels

10.1 Definitions

In this rule:

Notice Period means the period specified in a notice is sent to a Member in accordance with **rule 10.3**.

Takeover means:

- (a) a takeover bid; or
- (b) a similar bid under a foreign regime.

10.2 Power to sell non-marketable parcels

- (a) Subject to the Listing Rules, the Operating Rules and this Constitution, the Board may dispose of Securities that constitute less than a marketable parcel in the manner set out in this rule 10.
- (b) A notice under **rule 10.3** may be given to a Member only once in a 12 month period.

10.3 Notice of proposed sale

The Company must not sell a less than marketable parcel of a Member unless it has given a notice in writing to the Member:

- (a) stating that it intends to sell the less than marketable parcel; and
- (b) specifying a date at least six weeks (or any lesser period permitted under the Corporations Act or Listing Rules) after the notice is given by which the Member may give the Company written notice that Holder wishes to be exempt from the provisions of this rule 10.

10.4 Sale procedure

- (a) If, before 5.00 pm Perth time on the last day of the Notice Period:
 - (i) the Company has not received a notice from the Member choosing to be exempt from the provisions of this rule 10; and
 - (ii) the Holder has not increased his or her shareholding to a marketable parcel,

the Member is taken to have irrevocably appointed the Company as his or her agent to do anything in this rule 10.

- (b) In addition to initiating a sale by sending a notice under **rule 10.3**, the Board may also initiate a sale if a Member holds less than a marketable parcel and that holding was created by a transfer of a parcel of Shares effected on or after 1 September 1999 that was less than a marketable parcel at the time that the transfer document was initiated or, in the case of a paper-based transfer document, was lodged with the Company. In that case:
 - (i) the Member is taken to have irrevocably appointed the Company as his or her agent to do anything in **rule 10.4(c)**; and
 - (ii) if the holding was created after the adoption of this rule, the Board may remove or change the Member's rights to vote or receive dividends in respect of those Shares. Any dividends withheld must be sent to the former Holder after the sale when the former Holder delivers to the Company such proof of title as the Board accepts.
- (c) The Company may:
 - (i) sell the Shares constituting less than a marketable parcel as soon as practicable at a price which the Board considers is the best price reasonably available for the Shares when they are sold;
 - (ii) deal with the net proceeds of the sale as follows:
 - (A) firstly, apply the net proceeds towards satisfaction of costs and expenses paid or payable in connection with the sale and all amounts due but unpaid and accrued interest on all those amounts, and
 - (B) secondly, pay any balance of the net proceeds of sale to the Member whose Shares were sold; and

- (iii) receive any disclosure document, including a financial services guide, as agent for the Member.
- (d) The proceeds of sale shall be held by the Company in trust for the Member concerned and paid on the surrender of the certificate (if any) for the Shares so sold, or on an indemnity being given to the Company in the case of a certificate (if any) which has been lost or destroyed.
- (e) The costs and expenses of any sale of Shares arising from a notice under **rule 10.3** (including brokerage and stamp duty) are payable by the purchaser or by the Company.

10.5 Effect of announcement of a Takeover

Rule 10 ceases to have effect for the period commencing on the announcement of a Takeover for the Company and ending on the close of the offer period under the Takeover, following which a new notice under **rule 10.3** may be given.

10.6 Revocation, suspension and termination

The Board may, before a sale is effected under this rule 10, revoke a notice given or suspend or terminate the operation of this rule 10 either generally or in specific cases.

10.7 Multiple parcels

If a Member is registered in respect of more than one parcel of Shares, the Board may treat the Member as a separate Member in respect of each of those parcels so that this rule 10 will operate as if each parcel was held by different persons.

11 General meetings

11.1 Annual general meetings

Annual general meetings must be held in accordance with the Corporations Act.

11.2 Calling a general meeting

A general meeting may only be called:

- (a) by a Board resolution; or
- (b) as otherwise provided in the Corporations Act.

11.3 Notice of general meeting

- (a) Notice of a general meeting must be given to the Members, Directors and the Auditor in accordance with the Corporations Act and the Listing Rules.
- (b) The notice must state the general nature of the business to be conducted at the meeting and include any other matters required by the Corporations Act or the Listing Rules to be included.

- (c) A notice of meeting must be accompanied by a form of proxy which satisfies the requirements of the Listing Rules and the Corporations Act.
- (d) Unless the Corporations Act provides otherwise:
 - (i) no business may be transacted at a general meeting unless the general nature of the business is stated in the notice calling the meeting; and
 - (ii) except with the approval of the Board or the chair, no person may move any amendment to a proposed resolution the terms of which are set out in the notice calling the meeting or to a document which relates to such a resolution and a copy of which has been made available to Members to inspect or obtain.

11.4 Holding general meetings

- (a) Notwithstanding anything contained in this Constitution, a general meeting may be held:
 - (i) using or with the assistance of any technology approved by the Directors; or
 - (ii) in any manner permitted by law.
- (b) Subject to any applicable law:
 - (i) the Directors may prescribe the regulations, rules and procedures regarding the manner in which a general meeting is to be conducted, and may communicate such regulations, rules and procedures (or instructions on how they can be accessed) to Members by notification to the ASX or in any manner permitted by this Constitution or the Corporations Act; and
 - (ii) the inability of one or more Members to access, or to continue to access, a general meeting using any technology will not affect the validity of the meeting or any business conducted at the meeting, provided that sufficient Members are able to participate in the meeting as are required to constitute a quorum.
- (c) For the purposes of:
 - (i) constituting a quorum under **rule 12.1**; or
 - (ii) determining whether a person is present (including present in person or present by proxy, attorney or corporate representative) or in attendance at a general meeting,

persons need not be physically in attendance in the same place or any place, provided the meeting is held in accordance with this rule 11.4.

11.5 Postponement or cancellation of general meetings

By resolution of the Board any general meeting may be cancelled or postponed prior to the date on which it is to be held, except where the cancellation or postponement would be contrary to the Corporations Act.

11.6 Notice of change, postponement or cancellation of general meeting

Notice of cancellation or postponement or change of place of a general meeting must be:

- (a) given to ASX; or
- (b) subject to the Corporations Act and the Listing Rules, given in any other manner determined by the Board.

11.7 Omission to give notice relating to general meeting

- (a) No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:
 - (i) that general meeting;
 - (ii) if Members are entitled to physically attend that general meeting, any change of place or places of that general meeting;
 - (iii) any change of the method by which Members entitled to attend that general meeting can attend that meeting;
 - (iv) postponement of that general meeting, including the date and time and the place or places (if any) for the resumption of the adjourned meeting; or
 - (v) resumption of that adjourned general meeting.
- (b) A person's attendance at a general meeting waives any objection that person may have in respect of any unintentional omission or error in the giving of a notice.

12 Proceedings at general meetings

12.1 Quorum

- (a) No business may be transacted at a general meeting except the election of a chair and the adjournment of the meeting unless a quorum is present when the meeting proceeds to business.
- (b) A quorum at a general meeting is three or more Members present in person or by proxy and entitled to vote. The quorum must be present when the meeting proceeds to business.
- (c) If a Member has appointed more than one proxy and two or more proxies attend a general meeting, only one proxy will be counted for the purposes of determining whether there is a quorum.
- (d) A Member placing a direct vote under **rule 14.4** is not taken into account in determining whether or not there is a quorum at a general meeting.

12.2 Lack of quorum

- (a) If a quorum is not present within 15 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) the general meeting:
 - (i) if convened by a Director or on the request of Members, is dissolved; or
 - (ii) in any other case:
 - (A) is adjourned to be resumed on a day and time and, if Members are entitled to physically attend the adjourned meeting, the place or places as the chair determines or if the chair is not present as the Directors at the meeting determine; or
 - (B) if the Directors do not so determine, no Director is present, or no Director present determines:
 - (1) the date for the resumption of the adjourned meeting will be on the same day in the next week;
 - (2) the time for the resumption of the adjourned meeting will be at the same time as the general meeting; and
 - (3) if Members were entitled to physically attend the general meeting, the same place (or places) for the resumption of the adjourned meeting, will be at the same place or places as the general meeting.
- (b) If a quorum is not present within 15 minutes after the time appointed for the resumption of the adjourned general meeting, the general meeting is dissolved.

12.3 Chairing general meetings

- (a) The chair of the general meeting will be the Director elected for the time being as chair of the Board meetings.
- (b) If the chair is not present within 15 minutes after the time appointed for any general meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that general meeting, the deputy chair of Board meetings (if any) will chair the general meeting, or if there is no deputy chair or if the deputy chair is not present or is unwilling or unable to act, the Directors present may elect a Director present to chair that general meeting.
- (c) If no Director is elected or if all the Directors present decline to take the chair for the whole or any part of that general meeting, the Members present (whether in person or by proxy) may elect a Member present (in person) to chair the whole or any part of that general meeting. If the Members do not so elect a chair, the meeting will be adjourned to be resumed on the same day and at the same time and at the same place or places (if any) in the following week.

- (d) A chair of a general meeting may, for any item of business or part of a meeting, vacate the chair in favour of another director who will preside as acting chair. Where an instrument of proxy appoints the chair as proxy for any part of the proceedings for which the acting chair presides, the instrument of proxy will be taken to have been given in favour of the acting chair for the relevant part of the proceedings of the general meeting.

12.4 Admission to and conduct of general meetings

- (a) Subject to the Corporations Act, the chair of each general meeting has charge of conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.
- (b) The chair of each general meeting may take any action the chair considers necessary to enable that meeting to be carried on in an orderly and proper manner and to ensure the safety of all persons at that meeting. Without prejudice to the application of any other rule, the chair may:
 - (i) require any person not to enter, attend or be present at, or to leave, the meeting, including any person:
 - (A) in possession of any thing:
 - (1) allowing pictorial or sound recording; or
 - (2) that may be used in any demonstration or disruption, including any banner or placard;
 - (B) who does not permit inspection of any thing in that person's possession;
 - (C) who the chair considers may disrupt that general meeting;
 - (D) who behaves or threatens to behave in a dangerous, offensive or disruptive way; or
 - (E) who, in the opinion of the chair, is not complying with the reasonable directions of the chair; or
 - (ii) refuse entry to the meeting to any person not entitled to receive notice of the meeting or refuse or limit any such person's ability to attend or be present at the meeting.
- (c) The chair may delegate the powers conferred by **rule 12.4(b)** to any person the chair thinks fit. The chair may require any person to determine whether a person should be admitted or not admitted to the general meeting.
- (d) Without prejudice to the application of the Corporations Act, any Director and any person invited to speak at a general meeting (including by the chair during the general meeting) may speak at the general meeting. No other person may speak at the general meeting.
- (e) Without prejudice to the application of any other rule, the chair may:

- (i) require the application of any proceeding that the chair considers necessary to allow proceedings at any meeting to be carried on in an orderly and proper manner, including orderly debate and discussion, and casting of votes on a show of hands or taking a poll; and
 - (ii) require any person to leave any meeting, and if that person does not leave as required, have that person removed from the meeting.
- (f) A determination by the chair for the purpose of this rule 12.4 binds all Members and is final.

12.5 Adjournment

- (a) The chair of a general meeting at which a quorum is present may adjourn the meeting to another date and time and, if any Members are entitled to physically attend the adjourned meeting, another place or places.
- (b) The chair of a general meeting may at any time during the course of the meeting:
 - (i) adjourn the meeting or any business, motion, question or resolution being or to be considered by the meeting to a later time at the same meeting or to an adjourned meeting; and
 - (ii) for the purpose of allowing any poll to be taken or determined, suspend the proceedings of the meeting for such period or periods as the chair determines.
- (c) Subject to the Corporations Act and this Constitution, the chair's rights under **rule 12.5(b)** are exclusive and, unless the chair requires otherwise, no vote may be taken or demanded by the Members about any postponement, adjournment or suspension of proceedings.
- (d) No business may be transacted on the resumption of an adjourned or postponed general meeting other than the business left unfinished at the adjourned general meeting.

12.6 Cancellation and Postponement

Without prejudice to the application of any other rule, except where the general meeting has been convened by a court, the chair may cancel or postpone any general meeting, if at the time for that general meeting it appears to the chair that:

- (a) if any Members are entitled to physically attend the meeting, there is insufficient space for the Members who wish to physically attend the Meeting; or
- (b) the cancellation or postponement of the Meeting is necessary because the business of the meeting is unlikely to be capable of being carried on in an orderly and proper manner, including because of the behaviour of any person present.

13 Proxy, attorneys and representatives

13.1 Appointment of proxy

- (a) Subject to this Constitution, a Member who is entitled to attend and to vote at a general meeting of the Company may appoint a person as proxy to attend, speak and vote for that Member. The instrument appointing a proxy may restrict the exercise of any power.
- (b) A proxy may be, but does not have to be, a Member.
- (c) A proxy is not entitled to vote if the Member who has appointed the proxy is present in person at the meeting.
- (d) If a Member is entitled to cast two or more votes at a meeting, the Member may appoint two proxies. If the Member appoints two proxies and the appointment does not specify the proportion or the number of votes each proxy may exercise, each proxy may exercise half the votes (with any fraction of votes to be disregarded).

13.2 Appointment of attorney

Subject to this Constitution, a Member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of Members. If the appointor is an individual, the power of attorney must be signed in the presence of at least one witness.

13.3 Proxy instruments and powers of attorney

- (a) Subject to the Corporations Act and the Listing Rules, an appointment of a proxy or an attorney must be in writing and be signed by the Member appointing the proxy or attorney, or if an appointment of a proxy by the duly authorised attorney of the Member, and state:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the general meeting at which the proxy may be used, or if the appointment is a standing one, a clear statement to that effect.
- (b) Where an instrument appointing a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the proxy instrument sent to the Company.
- (c) An instrument appointing a proxy or attorney may direct the way in which a proxy or attorney is to vote on a particular resolution.
- (d) Subject to the Corporations Act, if an instrument contains a direction:
 - (i) the proxy need not vote unless the proxy is the chair of the meeting, in which case the proxy must vote on a poll; and
 - (ii) if a proxy votes, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.

- (e) If an instrument does not contain a direction, the proxy or attorney is entitled to vote on the proposed resolution as the proxy or attorney considers appropriate.
- (f) If a proxy is appointed to vote on a particular resolution by more than one member, that proxy:
 - (i) may vote on a show of hands in the same way if each instrument appointing the proxy directs the proxy to vote in the same way or do not direct the proxy how to vote; and
 - (ii) may not vote on a show of hands unless each instrument appointing the proxy and directing the proxy to vote in a particular way directs the proxy to vote in the same way.

13.4 Proxy and attorney instruments to be received by Company

- (a) An instrument purporting to appoint a proxy or attorney is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by the Company:
 - (i) at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting; or
 - (ii) where **rule 13.4(d)** applies, such shorter period before the time for holding the general meeting or, as the case may be, postponed or adjourned general meeting, as the Company determines in its discretion,

at any of the following:

 - (iii) the registered office; or
 - (iv) a place or electronic address specified for that purpose in the notice of the general meeting,

or in any other manner specified for that purpose by the Directors in the notice of the general meeting.
- (b) For the purposes of **rule 13.4(a)**, a proxy instrument received at an electronic address specified in the notice of general meeting for the receipt of proxy instruments or otherwise received by the Company in accordance with the Corporations Act is taken to have been signed or executed if the appointment:
 - (i) includes or is accompanied by a personal identification code allocated by the Company to the Member making the appointment;
 - (ii) has been duly authorised by the Member in another manner approved by the Board and specified in or with the notice of meeting; or
 - (iii) is otherwise authenticated in accordance with the Corporations Act.

- (c) The Company is entitled to clarify with a Member any instruction on an instrument appointing a proxy or attorney which is received by the Company within the period referred to in **rule 13.4(a)(i)** or **13.4(a)(ii)** by written or verbal communication. The Company, at its discretion, is entitled to amend the contents of any instrument appointing a proxy or attorney to reflect any clarification in instruction and the Member at that time is taken to have appointed the Company as its attorney for this purpose.
- (d) Where an instrument appointing a proxy or attorney has been received by the Company within the period specified in **rule 13.4(a)(i)** and the Company considers that the instrument has not been duly executed, the Company, in its discretion, may:
 - (i) return the instrument appointing the proxy or attorney to the appointing Member; and
 - (ii) request that the Member duly execute the instrument and return it to the Company within the period determined by the Company under **rule 13.4(a)(ii)** and notified to the member.
- (e) An instrument appointing a proxy or attorney which is received by the Company in accordance with this rule 13.4(d) is taken to have been validly received by the Company.

13.5 Power to demand poll

A proxy or attorney may demand, or join in demanding, a poll.

13.6 Revocation of proxy or attorneys

The appointment of a proxy or attorney may be revoked by the Member who appointed the proxy or attorney by notice to the Company from the Member or, as the case may be, the duly authorised attorney of the Member, stating that the appointment of a proxy or attorney is revoked or by appointing a new proxy or attorney.

13.7 Validity of votes of proxy or attorney

A vote cast by a proxy or attorney will be valid unless not less than 48 hours before the start of a general meeting (or, in the case of an adjourned or postponed general meeting, any lesser time that the directors or the chair of the meeting decide) at which a proxy or attorney votes, the Company receives notice of:

- (a) the Member who appointed the proxy or attorney ceasing to be a Member;
- (b) the revocation of the instrument appointing the proxy or attorney;
- (c) the appointment of a new proxy or attorney; or
- (d) the revocation of any power of attorney under which the proxy or attorney was appointed.

13.8 No liability

The Company is not responsible for ensuring that any directions provided in the instrument appointing the proxy or attorney or the way in which a proxy or attorney is to vote on a particular resolution are complied with, and accordingly is not liable if those directions are not complied with.

13.9 Appointment of corporate representative

- (a) Subject to this Constitution, if a Member is a body corporate, it may appoint a natural person as its representative to exercise on its behalf any or all of the powers it may exercise:
 - (i) at meetings of the Members;
 - (ii) at meetings of creditors or debenture holders; or
 - (iii) relating to resolutions to be passed without meetings.
- (b) The appointment of a corporate representative may be a standing one.

13.10 Authority to act as corporate representative

- (a) An appointment of a corporate representative must be in writing and be signed by the body corporate appointing the representative and state:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the representative's name or the name of the office held by the representative; and
 - (iv) the general meeting at which the representative may act, or if the appointment is a standing one, a clear statement to that effect.
- (b) The instrument appointing the corporate representative may restrict the exercise of any power.

13.11 Revocation and appointment of corporate representative

The appointment of a corporate representative may be revoked by the Member who appointed the corporate representative by notice to the Company from the Member stating that the appointment of the corporate representative is revoked or by appointing a new corporate representative.

13.12 No liability

The Company is not responsible for ensuring that the terms of appointment of a corporate representative are complied with, and accordingly is not liable if those terms are not complied with.

13.13 Evidence regarding appointment

- (a) The chair of a meeting may:
 - (i) permit a person claiming to be a corporate representative to exercise the powers of a corporate representative, even if the person is unable to establish to the chair's satisfaction that he or

- she has been validly appointed; or
- (ii) permit the person to exercise those powers on the condition that, if required by the Company, he or she produce evidence of the appointment within the time set by the chair.
- (b) The chair of a meeting may require a person acting as a proxy, attorney or corporate representative to establish to the chair's satisfaction that the person is the person duly appointed to act. If the person fails to satisfy the requirement, the chair may exclude the person from attending or voting at the meeting.
- (c) The chair may delegate his or her powers under **rules 13.13(a) and 13.13(b)** to any person.

14 Voting

14.1 Decisions at general meeting

Except as required by the Corporations Act or the Listing Rules, questions arising for determination at a general meeting will be decided by a majority of votes cast by Members present in person or by proxy (excluding any Member who abstains from voting).

14.2 Casting vote

If on any ordinary resolution an equal number of votes is cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a Member.

14.3 Voting rights

- (a) Subject to this Constitution and the terms on which Securities are issued, at a general meeting:
 - (i) on a show of hands:
 - (A) if a Member has appointed two proxies, neither of those proxies may vote;
 - (B) a Member who is present and entitled to vote and is also a proxy, attorney or corporate representative of another Member has one vote; and
 - (C) subject to **rules 14.3(a)(i)(A) and 14.3(a)(i)(B)** every individual present who is a Member, or a proxy, attorney or corporate representative of a Member, entitled to vote, has one vote; and
 - (ii) on a poll every Member entitled to vote who is present in person or by proxy, attorney or corporate representative or who has submitted a valid direct vote under **rule 14.4(a)**:
 - (A) has one vote for every fully paid Share held; and

- (B) subject to **rule 14.3(a)(iii)** and **14.3(e)**, in respect of each partly paid Share held has a fraction of a vote equal to the proportion which the amount paid bears to the total issue price of the Share; and
- (iii) unless:
 - (A) permitted under the Listing Rules; and
 - (B) otherwise provided in the terms on which Shares are issued, in calculating the fraction of a vote which the Holder of a partly paid Share has, the Company must not count an amount:
 - (C) paid in advance of a call; or
 - (D) credited on a partly paid Share without payment in money or money's worth being made to the Company.
- (b) Subject to any applicable law, a parent or guardian of a natural person that is a minor may vote at any general meeting in respect of Securities registered in the name of the minor if the parent or the guardian produces evidence required by the Board to demonstrate parenthood or appointment as guardian. Any vote cast by a parent or guardian in respect of any Security registered in the name of the minor that has produced such evidence will be counted, any vote cast by the minor will not be counted.
- (c) A person entitled to the transmission of a Security under **rule 8.8, 8.9 or 8.10** may vote at a general meeting in respect of that Security in the same way as if that person were the registered holder of the Security if, at least 48 hours before the meeting (or such shorter time as the Board determines), the Board:
 - (i) admitted that person's right to vote at that meeting in respect of the Security; or
 - (ii) was satisfied of that person's right to be registered as the Holder of, or to transfer, the Security.

Any vote duly tendered by that person must be accepted and the vote of the registered holder of those Securities must not be counted.
- (d) Subject to any applicable law, a person who, in accordance with law, has management of the affairs and estate of a Member who is subject to any law relating to mental health may vote at any general meeting in respect of Securities registered in the name of the Member subject to any law relating to mental health if that person produces evidence required by the Board to demonstrate that the Member is subject to a law relating to mental health and that the person has management of the affairs and estate of the Member. Any vote cast by the person in respect of any Security registered in the name of the Member subject to any law relating to mental health will be counted, any vote cast by the Member will not be counted.

- (e) A Member is not entitled to vote in respect of any Security on which a call or instalment of a call is due and payable but is unpaid.
- (f) In the event of a breach of the Listing Rules relating to Restricted Securities or of any escrow arrangement entered into by the Company in relation to Restricted Securities (including a Restriction Deed), the Member holding the Securities in question is not entitled to vote in respect of those Securities for as long as the breach subsists.

14.4 Direct voting

- (a) A Member who is entitled to attend and vote on a resolution at a general meeting may, where the Board so determines, vote by electronic or other means at that general meeting. Any vote so admitted is referred to as a 'direct vote'. The Board may, in its absolute discretion, determine the means by which a direct vote may be cast which may include:
 - (i) post; or
 - (ii) electronic means.
- (b) A direct vote on a resolution at a meeting in respect of a Security cast in accordance with **rule 14.4(a)** is of no effect and will be disregarded:
 - (i) if, at the time of the resolution, the person who cast the direct vote:
 - (A) is not entitled to vote on the resolution in respect of the Security; or
 - (B) would not be entitled to vote on the resolution in respect of the Security if the person were present at the meeting at which the resolution is considered;
 - (ii) if, had the vote been cast in person at the meeting at which the resolution is considered:
 - (A) the vote would not be valid; or
 - (B) the Company would be obliged to disregard the vote; and
 - (iii) if the direct vote was cast otherwise than in accordance with any regulations, rules and procedures prescribed by the Board under **rule 14.4(a)**.
- (c) Subject to any rules prescribed by the Board, if the Company receives a valid direct vote on a resolution in accordance with **rule 14.4(a)** and **14.4(b)** and, prior to, after or at the same time as receipt of the direct vote, the Company receives an instrument appointing a proxy, attorney or corporate representative to vote on behalf of the same Member on that resolution, the Company may regard the direct vote as effective in respect of that resolution and disregard any vote cast by the proxy, attorney or corporate representative on the resolution at the meeting.
- (d) A direct vote by a Member is not revoked by the Member attending the meeting unless the Member instructs the Company (or at the Company's instruction, the share registry of the Company) prior to the meeting that

the Member wishes to vote in person on any or all of the resolutions to be put before the meeting, in which case the direct vote by the Member is revoked.

14.5 Proxy vote to be identified

Before a vote is taken the chair must inform the Members present whether any proxy votes have been received and, if so, how the proxy votes are to be cast.

14.6 Objection to right to vote

- (a) A challenge to a right to vote at a general meeting:
 - (i) may only be made at that general meeting; and
 - (ii) must be determined by the chair.
- (b) A determination made by the chair in relation to a challenge to a right to vote is binding on all Members and is final.

14.7 Voting on resolution

At any general meeting, a resolution put to a vote must be determined by a show of hands unless a poll is required under any applicable law or a poll is demanded in accordance with this Constitution.

14.8 Disputes to be resolved by chair

The chair will determine any dispute in relation to any vote, and the determination of the chair is binding on all Members and is final.

14.9 Chair may determine to take a poll

The chair of a general meeting may determine that a poll be taken on any resolution.

14.10 Right to demand poll

A poll may be demanded on any resolution at a general meeting other than the election of a chair or the question of an adjournment by:

- (a) at least five Members entitled to vote on the resolution; or
- (b) Members with at least five percent of the votes that may be cast on the resolution on a poll.

14.11 Procedure for demanding poll

- (a) A poll may be demanded:
 - (i) before a vote on a show of hands is taken;
 - (ii) before the result of a vote on a show of hands is declared; or
 - (iii) immediately after the result of a vote on a show of hands is declared.
- (b) If a poll is demanded or required under any applicable law, it may be taken in the manner and at the time and place (or places) as the chair decides, subject to any applicable law.

- (c) A demand for a poll may be withdrawn at any time by the person or persons who demanded it, with the chair's consent. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.
- (d) A demand for a poll does not prevent the general meeting continuing for the transaction of any business.

14.12 Minutes

- (a) Unless voting is conducted by way of a poll, a declaration by the chair that a resolution has, on a show of hands, been:
 - (i) carried;
 - (ii) carried unanimously;
 - (iii) carried by a particular majority; or
 - (iv) lost or not carried by a particular majority,
 is conclusive evidence of the fact declared. An entry to that effect made in the minutes book of the Company signed by the chair is evidence of that fact unless the contrary is proved.
- (b) Within one month after each general meeting, the Directors must record or cause to be recorded in the minutes book:
 - (i) the proceedings and resolutions of each general meeting;
 - (ii) any declarations at each general meeting; and
 - (iii) any information in relation to proxy votes which is required by the Corporations Act.
- (c) The chair, or the chair of the next meeting, must sign the minutes within a reasonable time after the general meeting.
- (d) The minute books must be kept at the registered office.
- (e) The Members may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

15 Directors

15.1 Number of Directors

The number of Directors (not counting alternates) must not be less than three or more than ten, unless the Company in a general meeting resolves otherwise. At least two Directors must reside ordinarily in Australia.

15.2 Appointment of Directors

- (a) Subject to this Constitution, the Company may by resolution at a general meeting appoint a natural person as a Director.

- (b) Subject to this Constitution, the Board may by resolution appoint a natural person as a Director, either as an additional Director or to fill the office of a Director vacated when a Director ceases to be a Director.
- (c) An appointment of a person as a Director is not effective unless a signed consent to the appointment is provided by that person to the Company. The appointment of a person as a Director will take effect on the later of the date of appointment and the date on which the Company receives the signed consent.

15.3 Confirmation of appointment

- (a) If a person is appointed as a Director by the Board, the Company must confirm the appointment at the next annual general meeting. If the appointment is not confirmed, the person ceases to be a Director at the conclusion of the annual general meeting.
- (b) **Rule 15.3(a)** does not apply to a Managing Director. If there is more than one Managing Director, only one of them is entitled not to have his or her appointment confirmed under **rule 15.3(a)**.

15.4 Eligibility

A person is eligible for election to the office of Director at a general meeting only if one or more of the following apply:

- (a) the person is in office as a Director immediately before that meeting;
- (b) the person has been nominated by the Board for election at that meeting; or
- (c) the person has given the Company a notice signed by him or her stating his or her desire to be a candidate for election at that meeting:
 - (i) at least 35 Business Days before the meeting; or
 - (ii) in the case of a general meeting the Directors have been duly requested by Members under the Corporations Act to call, at least 30 Business Days before the meeting; but

in each case, no more than 90 Business Days (or such period as may be stipulated for this purpose under the Listing Rules) before the meeting.

15.5 Removal of Director

- (a) The Company may remove a Director by resolution at a general meeting.
- (b) Subject to the Corporations Act, at least two months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.
- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Company, a Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director may:
 - (i) submit a written statement to the Company for circulation to the

Members before the meeting at which the resolution is put to a vote; and

- (ii) speak to the motion to remove the Director at the general meeting at which the resolution is to be put to a vote.

15.6 Cessation of Directorship

A person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at a general meeting or in accordance with the Corporations Act;
- (b) becomes bankrupt or insolvent or makes any arrangement or composition with his or her creditors generally;
- (c) resigns as a Director in accordance with this Constitution;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) is convicted on indictment of an offence and the Board does not within one month after that conviction, resolve to confirm the Director's appointment or election (as the case may be) to the office of Director;
- (f) dies;
- (g) is disqualified from acting as a Director under the Corporations Act;
- (h) is absent from Board meetings for a continuous period of six months without leave of absence from the Board and the Board does not resolve that the Director should not cease to be a Director; or
- (i) ceases to be employed and **rule 16.3(e)** applies.

15.7 Rotation of Directors

- (a) No Director (except one Managing Director) may retain office (without re-election) for more than three years or until the third annual general meeting following the Director's appointment, whichever is the longer.
- (b) When required to do so by the Corporations Act or the Listing Rules, the Company must hold an election of Directors.
- (c) In the event that the Company is required to hold an election of Directors, if there is not otherwise a vacancy on the Board and no Director is required to cease to hold office under **rule 15.3(a)** or **15.7(a)**, then the Director who has been in office longest since his or her last election or appointment must retire. If there are two or more Directors who were last elected or appointed on the same day, and an agreement cannot be reached between those Directors on who will retire, the Director who will retire will be determined in any manner determined by lot.
- (d) A retiring Director is eligible for re-appointment.

- (e) If there is more than one Managing Director, only one of them (as nominated by the other Directors) will not be subject to **rule 15.7(a)**.
- (f) The Company may by resolution at an annual general meeting fill an office vacated by a Director under this rule 15.7 by electing or re-electing an eligible person to that office.
- (g) A person appointed as an additional Director or to fill a casual vacancy under rule **15.7** shall not be taken into account in determining the Directors (if any) who are to retire by rotation at the following annual general meeting.
- (h) A retirement by rotation and the re-election of a Director, or the election of any new Director, at a general meeting does not become effective until the end of the meeting.
- (i) If a Director required to retire under **rules 15.3(a)** or **15.7(a)** ceases for any reason to be a Director between the date of the notice calling the relevant meeting and the date of the meeting, no other Director is required to retire at that meeting unless required to do so by the Corporations Act or the Listing Rules.
- (j) If the number of nominations for Directors at a general meeting exceeds the vacancies available having regard to **rule 15.1**, the order in which the candidates shall be put up for election shall be determined by the drawing of lots supervised by the Directors then in office and once sufficient candidates have been elected to fill up the vacancies available, the remaining candidates shall be deemed defeated without the need for votes to be taken on their election.

15.8 Resignation of Directors

A Director may resign from the office of Director by giving notice of resignation to the Company at its registered office.

15.9 Remuneration of Directors

- (a) The Non-Executive Directors will be remunerated for their services as Directors by:
 - (i) an amount or value of remuneration each year (if any) as the Company in general meeting determines; or
 - (ii) an aggregate amount or value of remuneration (if any) not exceeding the maximum amount or value as the Company in general meeting determines, to be divided among them in such proportion and manner as they agree or if they do not agree, equally.
- (b) The remuneration for Non-Executive Directors must be a fixed amount or value and not a commission on or percentage of profits or operating revenue.
- (c) The aggregate maximum amount of remuneration for Non-Executive Directors must not be increased except with the prior approval of the

Company in general meeting. Particulars of the amount of the proposed increase and the new maximum amount or value that may be paid to the Non-Executive Directors as a whole must be detailed in the notice convening the meeting.

- (d) The Directors may:
 - (i) at any time after a Director dies or ceases to hold office as a Director for any other reason, pay or provide to the Director or a legal personal representative, spouse, relative or dependent of the Director, in addition to the remuneration of that Director under this rule 15.9 a pension or benefit for past services rendered by that Director; and
 - (ii) cause the Company to enter into a contract with the Director or legal personal representative, spouse, relative or dependent of the Director to give effect to such a payment or provide for such a benefit.

15.10 Reimbursement of expenses

Directors and alternates are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with attendance at general meetings and meetings of the Board and committees of the Board.

15.11 Extra services

If a Director, with the concurrence of the Board, performs extra services or makes any special exertions for the benefit of the Company, the Board may cause that Director to be paid out of the funds of the Company such special and additional remuneration as the Board decides is appropriate having regard to the value to the Company of the extra services or special exertions. Any amount paid will not form part of the aggregate remuneration permitted under this Constitution.

15.12 Pensions and similar benefits

The Board may establish or support, or assist in the establishment or support, of funds and trusts to provide pension, retirement, superannuation or similar payments or benefits to or in respect of the Directors or former Directors and grant pensions or allowances to those persons or their dependents, either by periodic payment or a lump sum.

15.13 Director's interests

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:

- (i) the nature and extent of the interest; and
 - (ii) the relation of the interest to the affairs of the Company.
- (c) Notice must be provided to the Board at a Board meeting as soon as practicable.
- (d) A Director who has a material personal interest in a matter that is being considered at a Board meeting must not, except where permitted under the Corporations Act:
 - (i) vote on the matter at a meeting; or
 - (ii) be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.
- (e) Subject to the Corporations Act and the Listing Rules, no Director is disqualified from office due to the fact that such director holds any other office or association:
 - (i) with the Company;
 - (ii) with any of the Company's subsidiaries;
 - (iii) with any company in which the Company is or becomes a shareholder or otherwise interested; or
 - (iv) arising from contracting or arranging with the Company or any other company referred to in **rule 15.13(e)(ii)** or **15.13(e)(iii)**, either as vendor, purchaser or otherwise.
- (f) A contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested (including any contract referred to in **rule 15.13(e)**) is not invalid or voidable merely because the Director holds office as a Director or because of the fiduciary obligations arising from that office.
- (g) A Director who is interested in any arrangement involving the Company is not liable to account to the Company for any profit realised under the arrangement merely because the Director holds office as a Director or because of the fiduciary obligations arising from that office, provided that the Director complies with the disclosure requirements applicable under **rules 15.13(a)** and **15.13(b)** and under the Corporations Act regarding that interest.

15.14 Powers and duties of Board

- (a) Subject to this Constitution, the Corporations Act and the Listing Rules, the activities of the Company are to be managed by, or under the direction of, the Board.
- (b) Subject to this Constitution, the Corporations Act and the Listing Rules, the Board may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting.
- (c) The powers of the Board include the power to:

- (i) borrow or otherwise raise money;
 - (ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future);
 - (iii) sell or otherwise dispose of any of the Company's assets; and
 - (iv) issue debentures and other securities, and any instrument (including any bond).
- (d) The Board may delegate any of its powers to:
 - (i) a Director;
 - (ii) a committee of Directors;
 - (iii) an employee of the Company; or
 - (iv) any other person.
- (e) An act done by a meeting of Directors, a committee of Directors or a person acting as a Director is not invalidated by:
 - (i) a defect in the appointment of a person as a Director or a member of a committee; or
 - (ii) a person so appointed being disqualified or not being entitled to vote,

if that circumstance was not known by the Directors, committee or person when the act was done.
- (f) The Board may, in accordance with the Listing Rules and the Operating Rules, fix a record date for the purpose of determining entitlements.
- (g) A Director, committee or person to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Directors.
- (h) The acceptance of a delegation of powers by a Director may, if the Board so resolves, be treated as an extra service or special exertion performed by the delegate for the purposes of **rule 15.11**.

15.15 Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board may determine.

15.16 Alternate directors

- (a) Any Director may, with the approval of a majority of the other Directors, appoint a natural person to act as the alternate of that Director and may specify the terms of the alternate's appointment. The terms of that appointment may provide for the alternate to exercise some or all of the powers of that Director.
- (b) The Board may impose conditions on the appointment of an alternate Director, including the terms on which the alternate is appointed.

- (c) An alternate Director may, but need not be, a Member.
- (d) A person may be appointed as alternate of more than one Director.
- (e) An alternate Director is not taken into account in determining the number of Directors or rotation of Directors.
- (f) An alternate is not an agent of the Director appointing the alternate.
- (g) The Company is not responsible for ensuring that the terms of appointment of an alternate are complied with and accordingly, is not liable if those terms are not complied with.
- (h) An alternate is not entitled to receive any fee (or other remuneration) from the Company for services performed as an alternate but will be entitled to reimbursement for reasonable costs and expenses incurred in connection with attendance at Board meetings.
- (i) The Director appointing an alternate must give notice to the Company of that appointment. If the notice does not detail the terms of the appointment, the alternate will have the power to exercise all of the powers of the Director. The appointment will continue until notice of termination of the appointment is received by the Company.
- (j) Where the alternate is not a Director, an appointment of a person as an alternate is not effective until a signed consent to the appointment is provided by that person to the Company. Accordingly, such an appointment will take effect on the later of the date of appointment and the date on which the Company received the signed consent.
- (k) If the notice appointing the alternate provides that the alternate is to receive notice of Board meetings, the Company must provide each alternate with notice. By notice to the Company, the Director who appointed an alternate may at any time require that the notice of Board meetings cease to be given to the alternate.
- (l) If an appointing Director is not present at any meeting of the Directors, that Director's alternate director may exercise any powers that the appointing Director may exercise.
- (m) An alternate is entitled to a vote for each Director that the alternate represents in addition to any vote the alternate may have as a Director in the alternate's own right.
- (n) A Director who appointed an alternate, or a majority of the other Directors, may terminate or suspend the appointment of the alternate at any time by notice to the alternate, the Directors and the Company.
- (o) An alternate may terminate the alternate's appointment at any time by notice to the Directors and the Company.
- (p) A termination of appointment does not take effect until the Company has received notice of termination.
- (q) An alternate ceases to be an alternate if the person who appointed that alternate ceases to be a Director.

16 Executive officers

16.1 Managing Director

- (a) The Board may appoint one or more of the Directors to the office of Managing Director for such period, and on such terms (including as to remuneration), as the Board determines.
- (b) The Board may confer on a Managing Director any of the powers that the Board may exercise.
- (c) The Board may vary or revoke a conferral of any power on a Managing Director.
- (d) The Board may at any time vary or revoke an appointment of a Managing Director.
- (e) A person ceases to be a Managing Director if they cease to be a Director.
- (f) A Managing Director is not subject to retirement by rotation, but if there is more than one Managing Director, only one of them is entitled not to be subject to retirement by rotation.

16.2 Secretary

- (a) The Company must have at least one Secretary. The Board has the power to appoint a natural person to act as Secretary on the terms and for such period as the Board may determine.
- (b) Any Secretary appointed may be removed at any time by the Board.

16.3 Provisions applicable to all executive officers

- (a) A reference in this rule 16.3 to an **executive officer** is a reference to a Managing Director, Executive Director or Secretary appointed under this Constitution.
- (b) Subject to any contract with the Company and the Listing Rules, the appointment of an executive officer may be for the period, at the remuneration and on the conditions the Directors decide.
- (c) The remuneration payable by the Company to an executive officer must not include a commission on, or percentage of, operating revenue.
- (d) The Directors may:
 - (i) delegate to or give an executive officer any powers, discretions and duties they decide;
 - (ii) withdraw, suspend or vary any of the powers, discretions and duties given to an executive officer; and
 - (iii) authorise the executive officer to delegate any of the powers, discretions and duties given to the executive officer.

- (e) Unless the Board decides differently, the office of a Director who is employed by the Company or by a subsidiary of the Company automatically becomes vacant if the Director ceases to be so employed.
- (f) An act done by a person acting as an executive officer is not invalidated by:
 - (i) a defect in the person's appointment as an executive officer;
 - (ii) the person being disqualified to be an executive officer; or
 - (iii) the person having vacated office,
 if the person did not know that circumstance when the act was done.

17 Board meetings

17.1 Convening meetings

- (a) The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time convene a Board meeting by notice to the other Directors.
- (c) The Secretary must, if requested by a Director, call a meeting of the Directors.

17.2 Notice of meetings

- (a) Notice of each Board meeting must be given to the Directors and each alternate entitled to receive notice (if any).
- (b) At least 72 hours' notice of each Board meeting must be given, unless the Directors agree to a shorter notice period by unanimous resolution.
- (c) Notice may be given in person, by telephone or in writing.
- (d) Each notice must state:
 - (i) the date and time and (if applicable) the place or places of the Board meeting;
 - (ii) the general nature of the business to be conducted at the Board meeting; and
 - (iii) any proposed resolutions.

17.3 Omission to give notice

- (a) No resolution passed at or proceedings at any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:
 - (i) that Board meeting;
 - (ii) if any person is entitled to physically attend that Board meeting, any change of place or places of that Board meeting;

- (iii) any change of the method by which that Board meeting can be attended;
 - (iv) postponement of that Board meeting; or
 - (v) resumption of that adjourned Board meeting.
- (b) A person who attends a Board meeting waives any objection that person may have to a failure to give notice of the meeting.

17.4 Use of technology

- (a) A Board meeting may be convened or held using any technology consented to by all Directors or in any manner permitted by law. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- (b) If a number of Directors equal to the quorum is able to hear or to see and to hear each other Director contemporaneously using any technology consented to by all Directors, there is a meeting and a quorum is present. The rules relating to meetings of Directors apply to each such meeting as determined by the chair of the meeting.
- (c) A Director participating at a meeting using technology consented to by all Directors is treated as being present at the meeting.
- (d) A meeting using technology consented to by all Directors is to be taken to be held at the place determined by the chair of the meeting.
- (e) If, before or during the meeting, any technical difficulty occurs where one or more Directors cease to participate, the chair may adjourn the meeting until the difficulty is remedied or may, where a quorum of Directors remains present, continue with the meeting.
- (f) Subject to **rule 15.13** a Director may not leave a meeting using technology consented to by all Directors unless the chair consents to that Director leaving.
- (g) If a Director would not be permitted to be present at the meeting under **rule 15.13** that Director may leave a meeting using technology consented to by all Directors without the chair consenting to that Director leaving.
- (h) A Director is presumed conclusively to have been present and to have formed part of a quorum at all times during a meeting using technology consented to by all Directors, unless the chair consents to that Director leaving in which case that Director will be treated as having been present until that Director leaves.

17.5 Quorum at meetings

- (a) No business may be transacted at a Board meeting unless a quorum is present at the time the meeting proceeds to business.

- (b) A quorum at a Board meeting is at least two of the Directors present. The quorum must be present at all times during the Board meeting.
- (c) If there is a vacancy in the office of a Director, the remaining Directors may act. However, if their number is not sufficient to constitute a quorum, they may act only in an emergency or to increase the number of Directors to a number sufficient to constitute a quorum or to call a general meeting of the Company.

17.6 Chair of meetings

- (a) The Directors may elect one of their number as chair. The person that has been elected as chair may chair each subsequent Board meeting unless and until the Directors determine otherwise.
- (b) The Directors may from time to time appoint a deputy chair who in the absence of the chair at a meeting of the Board may exercise all the power and authorities of the chair.
- (c) If the chair is not present within 15 minutes after the time appointed for a Board meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that Board meeting, the deputy chair will act as chair of the meeting or, if the deputy chair is not present or is unwilling or unable to act, the Directors present may elect a Director present to chair that Board meeting.

17.7 Passing resolutions at meetings

- (a) A resolution of the Board must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution (excluding any Director who abstains from voting).
- (b) Each Director present or represented by alternate is entitled to vote and has one vote.

17.8 Casting vote

- (a) Subject to **rule 17.8(b)**, if on any resolution an equal number of votes is cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a Director.
- (b) Where only two Directors are present or entitled to vote at a meeting of Directors and the votes are equal on a proposed resolution:
 - (i) the chair of the meeting does not have a second or casting vote; and
 - (ii) the proposed resolution is taken as lost.

17.9 Conduct of meetings

The chair of each Board meeting has charge of the conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

17.10 Written resolutions

- (a) The Board may pass a resolution without a Board meeting being held if:
 - (i) written notice of the resolution has been given to all Directors; and
 - (ii) a majority of Directors entitled to vote on the resolution (excluding any Director on an approved leave of absence, any Director who disqualifies himself or herself from considering the resolution in question and any Director who would be prohibited by the Corporations Act from voting on the resolution in question):
 - (A) sign a document containing a statement that they are in favour of the resolution set out in the document;
 - (B) give to the Company a written notice (including by electronic means) addressed to the Secretary or to the chair signifying assent to the resolution and clearly identify its terms; or
 - (C) telephone the Secretary or the chair and signify assent to the resolution and clearly identify its terms.
- (b) For the purposes of **rule 17.10(a)**, signatures can be contained in more than one document, with each document to be identical to each other document.
- (c) A resolution passed under **rule 17.10(a)** is taken to have been passed by a meeting of the Board at the time when the last Director required to constitute a majority of the Directors under **rule 17.10(a)(ii)]** having signed or assented to the resolution signs or assents to that resolution.

17.11 Minutes of meetings

- (a) Within one month after each Board meeting, the Directors must record or cause to be recorded in the minutes book:
 - (i) the proceedings and resolutions of each Board; and
 - (ii) all resolutions passed without a Board meeting.
- (b) The chair, or the chair of the next Board meeting, must sign the minutes within one month after the meeting.
- (c) The minutes book must be kept at the registered office.
- (d) The Directors may inspect the minutes book between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

17.12 Committee meetings

The rules of this Constitution relating to meetings (including resolutions and minutes) and proceedings of the Board apply with any necessary modifications to the meeting of any committee of the Board, except that a quorum for a meeting of any committee is from time to time to be determined by the Board.

18 Execution of documents

18.1 Manner of execution

Without limiting the ways in which the Company can execute documents under the Corporations Act and subject to this Constitution, the Company may execute a document if the document is signed by:

- (a) two Directors; or
- (b) a Director and a Secretary; or
- (c) any other person or persons authorised by the Board for that purpose.

18.2 Seal

If the Company has a Seal:

- (a) the Board must provide for the safe custody of the Seal (and any duplicate of it);
- (b) the Seal (and any duplicate of it) must not be used without the prior authority of the Board, and when used, the Seal must be used in accordance with any direction of the Board; and
- (c) if the document is to be executed by the use of the Seal, the affixing of the Seal must be signed by:
 - (i) two Directors;
 - (ii) a Director and a Secretary; or
 - (iii) any other person or persons authorised by the Board for that purpose.

For the purposes of this rule 18.2(c), the Board may decide either generally or in a particular case that the Seal and the signature of any Director, Secretary or other person is to be printed on or affixed to any certificates for Securities in the Company by some mechanical or other means.

19 Inspection and access to records

- (a) The Directors must cause proper accounting and other records to be kept by the Company, and must distribute copies of the Company's accounts and reports in accordance with the Corporations Act and Listing Rules.
- (b) The Company must comply with the requirements of the Corporations Act and the Listing Rules in relation to the audit of accounts, registers and records.
- (c) A person who is not a Director does not have the right to inspect any of the board papers, books, records or documents of the Company, except as provided by law, or this Constitution, or as authorised by the Directors, or by resolution of the Members.

- (d) The Company may enter into contracts with its Directors or former Directors agreeing to provide continuing access for a specified period after the Director ceases to be a Director to Board papers, books, records and documents of the Company which relate to the period during which the Director or former Director was a Director on such terms and conditions as the Directors think fit and which are not inconsistent with this rule 19.
- (e) The Company may procure that its subsidiaries provide similar access to board papers, books, records or documents as that set out in **rule 19(a)** and **19(d)**.
- (f) This rule 19 does not limit any other rights of the Directors or former Directors.

20 Distributions

20.1 Dividends

- (a) Subject to the Corporations Act, the Listing Rules and this Constitution, the Directors may determine or declare that a dividend (whether interim, final or otherwise) is payable and fix:
 - (i) the amount of the dividend;
 - (ii) the time for payment; and
 - (iii) the method of payment.
- (b) The Board may rescind a determination to pay a dividend at any time before the dividend is declared, if the Directors determine that the Company's financial position no longer justifies payment of the dividend.
- (c) The Board may pay any dividend required to be paid under the terms of issue of any Security.
- (d) Payment of a dividend does not require confirmation at a general meeting.
- (e) The Board may deduct from any dividend payable to any Member any amount presently due but unpaid by that Member to the Company.
- (f) The Board will determine the method of payment of a dividend which may include the payment of cash, the issue of Securities or securities of any body corporate, the grant of Options or the distribution of assets.
- (g) Interest is not payable on a dividend.
- (h) To the extent permitted by law, the Directors may resolve to pay a dividend out of any available account, including the capital of the Company.

20.2 Unpaid calls and other amounts

- (a) Subject to this Constitution and the terms on which Securities (or class of Securities) are issued, the Directors may retain the dividends payable on shares in respect of which there are any unpaid calls.
- (b) Subject to **rule 20.2(a)**, the Directors may retain from any dividend payable to a Member any amount presently payable by the Member to the Company and apply the amount retained to the amount owing.

20.3 Manner and method of payment

- (a) The Directors may decide the method of payment of any dividend or other amount in respect of a Security. Without limiting any other method of payment which the Company may adopt, a dividend may be paid:
 - (i) by cheque sent by post or by courier to the addresses of each Member or to an address directed by that Member or joint holder, as the case may be;
 - (ii) by electronic funds transfer to an account (of a type approved by the Directors) nominated by and in the name of each Member, and in the case of any joint holder of any Security, to the account (of a type approved by the Directors) nominated by and in the name of the joint holder whose name appears first in the Register; or
 - (iii) in any other manner determined by the Directors.
- (b) A cheque sent under **rule 20.3(a)(i)**:
 - (i) may be made payable to bearer or to the order of the Member to whom it is sent or any other person the Member directs; and
 - (ii) is sent at the Member's risk.
- (c) If:
 - (i) a Member does not have a registered address or the Company believes that a Member is not known at the Member's registered address; or
 - (ii) the Directors determine that dividends will be paid in cash by electronic funds transfer in accordance with **rule 20.3(a)(ii)** and:
 - (A) no account (of a type approved by the Directors) is nominated by a Member; or
 - (B) the electronic funds transfer into a nominated account is rejected or refunded,

the Company may credit the amount payable to an account of the Company (**Company Account**) to be held until the Member claims the amount payable or nominates a valid account into which payment may be made.
- (d) The Company does not hold any money in the Company Account as a trustee and no interest will be paid to the Member on monies held in the Company Account unless the Directors determine otherwise.

- (e) An amount credited to the Company Account is treated as paid to the Member at the time it is credited to the Company Account.
- (f) To the extent permitted by law, if:
 - (i) a cheque for an amount payable under **rule 20.3(a)(i)** is not presented for payment; or
 - (ii) an amount is held in the Company Account,

for more than 11 calendar months, the Directors may reinvest the amount, after deducting reasonable expenses, into shares in the Company on behalf of, and in the name of, the Member concerned. The shares may be acquired on market or by way of new issue at a price the Directors accept to be the market price at the time.
- (g) If the Board exercises its power to reinvest under **rule 20.3(f)** and there are residual amounts remaining, the residual amounts may be retained in the Company Account or donated to a charity on behalf of the Member, as the Directors decide.
- (h) The Company's liability to pay the relevant dividend amount in respect of a Member to which this rule 20.3 applies, is discharged when shares are issued or transferred to that Member in accordance with **rule 20.3(f)**.
- (i) The Board may do anything necessary or desirable (including executing any document) on behalf of the Member to effect the reinvestment under **rule 20.3(f)** or donation under **rule 20.3(g)**.
- (j) The Board may determine other rules to regulate the operation of this rule 20.3 and may delegate their power under this rule to any person.

20.4 Transfer of assets

- (a) The Board may direct payment of the dividend wholly or partly by the distribution of specific assets (including fully paid Securities and fully paid debentures or any other security) to some or all of the Members. The Board may determine in respect of the payment of any dividend to allow Members to elect to receive the amount of the dividend to which that Member is entitled in fully paid Securities instead of in cash.
- (b) To give effect to any direction, the Board may do all things that it considers appropriate including:
 - (i) fixing the value for distribution of any specific asset or any part of any such asset; or
 - (ii) making a cash payment to any Member to adjust the value of distributions made to Members.

20.5 Record Date

- (a) Subject to the Operating Rules, the Directors will determine the date (**Record Date**) which will be the date on which persons who are Members at midnight at the end of that date will be entitled to receive the dividend.

- (b) Subject to **rule 9**, a transfer of any Security that has not been registered or left with the Company for registration on or before midnight on the Record Date is not effective (as against the Company) to pass any right or entitlement in respect of a dividend payable to holders of Securities as at the Record Date.

20.6 Entitlement to dividends

Subject to the terms on which Shares (or any class of Shares) are issued, the Corporations Act, the Listing Rules and this Constitution:

- (a) all dividends will be payable equally on all Shares and each Member on the Record Date (as defined in **rule 20.5(a)**) is entitled to receive the full amount of the dividend in respect of each Share of which that Member is the registered Holder, except that a partly paid Share confers an entitlement only to the proportion of the dividend which the amount paid (not credited) on the Share is of the total amounts paid and payable (excluding amounts credited); and
- (b) for the purposes of **rule 20.6(a)**, unless the Directors decide otherwise, an amount paid on a Share in advance of a call is to be taken as not having been paid until it becomes payable.

20.7 Capitalisation of profits

- (a) Subject to the Corporations Act, this Constitution, the Listing Rules and the terms of issue of Securities (or class of Securities), the Board may determine to capitalise any amount:
 - (i) forming part of the undivided profits of the Company;
 - (ii) representing profits arising from an ascertained accretion to capital or a revaluation of the assets of the Company;
 - (iii) arising from the realisation of any assets of the Company; or
 - (iv) otherwise available for distribution as a dividend.
- (b) The Directors may resolve that all or any part of any capitalised amount is to be applied in:
 - (i) paying up any amount unpaid on any Security;
 - (ii) paying up in full unissued Securities to be issued to Members as fully paid;
 - (iii) partly paying up any amount unpaid on any Security and paying up in full unissued Securities to be issued as fully paid; or
 - (iv) in any other way permitted by applicable law or this Constitution.
- (c) Each Member is entitled to benefit from any such capitalisation on the same basis that that Member is entitled to dividends.

20.8 Additional powers

- (a) To give effect to any resolution to reduce the capital of the Company, to satisfy any dividend under **rule 20.1(f)** or to capitalise any amount under

rule 20.7, the Board may do all things that it considers appropriate including:

- (i) disregarding any fractional entitlement to any Security;
 - (ii) making a cash payment in respect of any fractional entitlement;
 - (iii) fixing the value for distribution of any specific asset or any part of any such asset;
 - (iv) vesting any of those specific assets, cash, shares or other securities in a trustee on trust for the persons entitled to the distribution or capitalised amount;
 - (v) making a cash payment to any Member to adjust the value of distributions made to Members; or
 - (vi) authorising any person, on behalf of Members entitled to receive any specific assets, cash, shares or other Securities (as a result of the distribution or capitalisation) to enter into an agreement with the Company or any other person which provides, as appropriate, for the distribution or issue to those Members of shares or other Securities credited as fully paid up or for payment by the Company on their behalf of the amounts (or any part thereof) remaining unpaid on their existing Securities, by applying their respective proportions of the amount resolved to be distributed or capitalised, which agreement will be binding on all Members affected.
- (b) Any agreement made under an authority referred to in **rule 20.8(a)(vi)** is effective and binds all Members concerned.
- (c) If a distribution, transfer or issue of specific asset, Securities or securities of any body corporate to a particular Member or Members is in the Directors' discretion considered impracticable or contrary to any law of Australia or anywhere else in the world or would give rise to parcels of securities which do not constitute a marketable parcel, the Directors may make a cash payment to those Members or allocate the assets or securities to a trustee to be sold on behalf of, and for the benefit of, those Members, instead of making the distribution, transfer or issue to those Members.
- (d) If the Company distributes to Members (either generally or to specific Members) Securities or securities in another body corporate or trust (whether as a dividend or otherwise and whether or not for value), each of those Members appoints the Company as his or her agent to do anything needed to give effect to that distribution, including:
- (i) agreeing to the Member becoming a member of that body corporate;
 - (ii) agreeing to the Member being bound by the constitution of that body corporate; and
 - (iii) executing any transfer of shares or securities, or other document required to give effect to the distribution of shares or other

securities to that Member.

20.9 Reserves

- (a) Subject to this Constitution, the Directors may set aside out of the profits of the Company, any provision or reserve as it determines.
- (b) The Board may appropriate to the Company's profits any amount previously set aside as a provision or reserve.
- (c) Any amount set aside as a provision or reserve does not have to be kept separate from any other asset of the Company and such amount may be used in the Company's business or as the Directors determine.
- (d) The Board may carry forward any part of the profits they consider should not be distributed as dividends or capitalised and need not transfer those profits to a reserve of provision.

20.10 Dividend reinvestment, bonus share and incentive plans

- (a) Subject to the Corporations Act and the Listing Rules, the Directors may:
 - (i) establish one or more plans under which some or all Members may elect in terms of one or more of the following for a period or periods as provided in the plan:
 - (A) that dividends to be paid in respect of some or all of the Securities held by the Members may be satisfied by the issue of Securities; and
 - (B) that dividends are not to be declared or paid in respect of some or all of the Securities held by the Member, but that the Member is to receive an issue of Securities; and
 - (ii) vary, amend, suspend, recommence or terminate such a plan.
- (b) Subject to the Corporations Act and the Listing Rules, the Directors may:
 - (i) establish a plan that Securities be offered or issued to some or all Members, employees of the Company or other persons deemed eligible by the Directors, whether or not for consideration; and
 - (ii) vary, amend, suspend, recommence or terminate such a plan.
- (c) Any plan established pursuant to **rule 20.10(a)** or **rule 20.10(b) (Plan)** has effect in accordance with its terms and the Directors must do all things necessary and convenient for the purpose of implementing the Plan, including, without limitation, the making of each necessary allotment of Securities and of each necessary appropriation, capitalisation, application, payment and distribution of funds which lawfully may be appropriated, capitalised, applied, paid or distributed for the purpose of the allotment.
- (d) For the purpose of giving effect to any Plan, the Directors may make an appropriation, capitalisation, application, payment or distribution and the powers of the Directors may be exercised (and with adjustments as may be required) even if only some of the Members or holders of Securities of

any class participate in the appropriation, capitalisation, application, payment or distribution.

- (e) In offering opportunities to Members, employees or other eligible persons to participate in any Plan, the Directors may give any information that in their opinion may be useful to assist Members, employees or other eligible persons in assessing the opportunity and making requests to their best advantage. The Directors, the Company and its officers are not responsible for, nor are they obliged to provide, any legal, taxation or financial advice in respect of the choices available to Members, employees or other eligible persons.
- (f) The Directors are under no obligation:
 - (i) to admit any Member, employee or other eligible person as a participant in any Plan; or
 - (ii) to comply with any request made by a Member, employee or other eligible person who is not admitted as a participant in any Plan.
- (g) In establishing and maintaining any Plan, the Directors must act in accordance with the Listing Rules and this Constitution, and may exercise all or any of the powers conferred on them by the terms of the Plan, by this Constitution or by the Corporations Act.

21 Notices

21.1 General

In this rule 21, a reference to a **document** includes a notice and a notification by electronic means.

21.2 Notices to holders of Securities

- (a) In addition to any other way allowed by this Constitution, the Corporations Act or the Listing Rules, a document may be given by the Company to a Holder by being:
 - (i) personally delivered;
 - (ii) left at the Holder's current address as recorded in the Register or an alternate address nominated by that Holder;
 - (iii) sent to the Holder's address as recorded in the Register by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid air mail; or
 - (iv) sent by email or other electronic means to the Holder's email or other electronic address,and in each case, may be given by providing a Uniform Resource Locator link in any document or attachment.
- (b) Documents for overseas Security holders must be forwarded by air mail or fax or in another way that ensures it will be received quickly.

- (c) A document may be given by the Company to the joint holders of a Security by giving it to the joint holder first named in the Register in respect of the Security.
- (d) A person who by operation of law, transfer or other means whatsoever becomes entitled to a Security is absolutely bound by every document given in accordance with this rule 21 to the person whom that person derives title prior to registration of that person's title in the Register.
- (e) Where a Holder of a Security does not have a registered address or where the Company believes that Holder is not known at the Holder's registered address, all notices are taken to be:
 - (i) given to the Member if the notice is exhibited in the Company's registered office for a period of 48 hours; and
 - (ii) served at the commencement of that period.

21.3 Notices to Directors

A document may be given by the Company to a Director or alternate Director by being:

- (a) personally delivered to him or her;
- (b) left at, or sent by pre-paid ordinary mail to, his or her usual residential or business address, or any other address he or she has supplied to the Company for giving notices; or
- (c) sent by email or other electronic means to the email or other electronic address he or she has supplied to the Company for giving notices.

21.4 Notices by Directors to the Company

A document may be given by a Director or alternate Director to the Company by being:

- (a) delivered to the Company's registered office;
- (b) sent by pre-paid ordinary mail to the Company's registered office; or
- (c) sent by email or other electronic means to the email or other electronic address at the Company's registered office.

21.5 Notices by post

- (a) Where a document is sent by post (including air mail), service of the notice is deemed to have occurred by properly addressing, prepaying and posting the document and it is deemed to have been received on the day after the date of its posting.
- (b) A certificate in writing signed by any manager, Secretary or other officer of the Company that the envelope containing the document was so addressed, prepaid and posted is conclusive evidence of that fact.

21.6 Notices by email or other electronic means

- (a) A document is given if sent by email or other electronic means, when the information system from which the email or other electronic communication was sent produces a confirmation of delivery report which indicates that the email or other electronic communication has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email or other electronic communication has not been delivered to the information system of the recipient.
- (b) A certificate in writing signed by any manager, Secretary or other officer of the Company that the document was sent by email or other electronic means on a particular date is conclusive evidence of that fact.

21.7 After hours service

If a document is given:

- (a) after 5:00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

21.8 Electronic signatures

A signature to any notice given by the Company under this rule 21 may be printed or affixed by some mechanical or other means.

22 Indemnity and insurance

22.1 Indemnity

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act and any other applicable law, the Company must indemnify each officer, director and secretary of the Company or subsidiary of the Company on a full indemnity basis in respect of any liability, loss, damage, cost, charge or expense incurred or suffered or to be incurred or suffered by the officer, director or secretary in or arising out of the conduct of any activity of the Company or the relevant subsidiary of the Company or the proper performance of any duty of that officer, director or secretary.
- (b) The indemnity in **rule 22.1(a)**:
 - (i) is enforceable without the officer, director, or secretary first having to make a payment or incur an expense;
 - (ii) is enforceable by the officer, director or secretary notwithstanding that the officer, director or secretary has ceased to be an officer, director or secretary of the Company or relevant subsidiary of the

Company; and

- (iii) applies to any liability, loss, damage, cost or expense incurred or suffered or to be incurred or suffered by the officer, director, or secretary whether incurred before or after the date of this Constitution.

22.2 Documenting indemnity

The Company may enter into an agreement containing an indemnity in favour of any officer, director or secretary. The Board will determine the terms of the indemnity contained in the agreement.

22.3 Insurance

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act and any other applicable law, the Company may pay any premium in respect of a contract of insurance between an insurer and an officer, director or secretary of the Company or subsidiary of the Company or any person who has been an officer, a director or secretary of the Company or subsidiary of the Company in respect of liability, loss, damage, cost, charge or expense suffered or incurred in or arising out of the conduct of any activity of the Company or relevant subsidiary of the Company and the proper performance by the officer, director or secretary of any duty.
- (b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

22.4 Savings

Nothing in this rule 22:

- (a) affects any other right or remedy that a person to whom this rule 22 applies may have in respect of any liability referred to in this rule 22.
- (b) limits the capacity of the Company to indemnify or provide or pay for insurance for any person to whom this rule 22 does not apply; or
- (c) limits or diminishes the terms of any indemnity conferred or agreement to indemnify entered into prior to the adoption of this Constitution.

23 Winding up

23.1 Distribution of surplus on winding up

- (a) Subject to this Constitution and the terms on which Securities (or any class of Securities) are issued, if the Company is wound up, any property that remains after satisfaction of:
 - (i) all debts and liabilities of the Company; and
 - (ii) the payment of the costs, charges and expenses of winding up,

must be distributed among the Members equally according to the proportion of Securities held irrespective of the amounts paid up on the Shares.

- (b) A member who is in arrears in the payment of a call in accordance with this Constitution but whose Securities have not been forfeited is not entitled to share in the distribution until the amount owing in respect of the call has been fully paid and satisfied.

23.2 Dividing property

- (a) If the Company is wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution:
 - (i) divide amongst the Members the whole or any part of the Company's property;
 - (ii) set such value on any property to be divided as the liquidator considers fair;
 - (iii) decide how the division is to be carried out as between the Members or classes of Members; and
 - (iv) vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit.
- (b) Any division of property under this rule 23.2 need not accord with the legal rights of Members and where it does not do so, a Member may dissent and exercise the same rights as if the special resolution sanctioning the division was a special resolution passed under section 507 of the Corporations Act.
- (c) A Member will not be compelled to accept any Shares or other Securities upon a division of property under this rule 23.2 if there is any liability owing in respect of such Share or other Security.

24 Overseas shareholders

Each holder of Securities with a registered address outside Australia acknowledges that, with the approval of ASX, the Company may, in accordance with the Listing Rules, arrange for a nominee to dispose of any of its entitlement to participate in any issue of Securities by the Company.

25 General

25.1 Submission to jurisdiction

Each Member submits to the non-exclusive jurisdiction of the Supreme Court of the State or Territory in which the Company is taken to be registered for the purposes of the Corporations Act, the Federal Court of Australia and the courts which may hear appeals from those courts.

25.2 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this Constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.

Schedule

Terms of preference Shares

- (a) In this schedule, **Preference Share** means a share issued under **rule 5.3(a)(ii)**.
- (b) Each Preference Share confers on the holder the right to:
 - (i) convert the Preference Share into an ordinary Share if and on the basis the Directors resolve at the time of issue;
 - (ii) receive a dividend, in priority to any payment of dividend on ordinary Shares and any other class of Shares as the Directors resolve at the time of issue, at the rate or of the amount (which may be fixed or variable) and on the basis (including whether cumulative or not) the Directors resolve at the time of issue;
 - (iii) in addition to the preferential dividend, participate with the ordinary Shares in dividends determined by the Directors if and on the basis the Directors resolve at the time of issue;
 - (iv) in a winding up or on a reduction of capital, and on redemption in the case of a redeemable Preference Share, payment in priority to ordinary Shares and any other class of Shares as the Directors resolve at the time of issue of:
 - (A) the amount of any dividends due but unpaid on the Preference Share at the date of winding up or reduction of capital or, in the case of a redeemable Preference Share, the date of redemption; and
 - (B) any additional amount (which may include the amount paid or agreed to be considered as paid on the Preference Share) that the Directors resolve at the time of issue;
 - (v) a bonus issue or capitalisation of profits in favour of holders of Preference Shares only, if and to the extent the Directors resolve at the time of issue of the Preference Share;
 - (vi) in addition to the rights pursuant to **paragraphs (b)(i) to (b)(v)** of this schedule, participate with the ordinary Shares in profits and assets of the Company, including on a winding up, only if and to the extent that the Directors resolve at the time of issue;
 - (vii) receive notices, reports and accounts and to attend and be heard at all meetings of Members on the same basis as the holders of ordinary Shares; and
 - (viii) vote at meetings of Members only in the following circumstances:

- (A) on any matter considered at a meeting if, at the date of the meeting, the dividend (or part of a dividend) on the Preference Shares is due and payable but has not been paid;
- (B) on a proposal to reduce the share capital of the Company (other than in connection with a redemption or buy-back of Preference Shares in accordance with the terms of their issue);
- (C) on a resolution to approve the terms of a buy-back agreement (other than in connection with a redemption or buy-back of Preference Shares in accordance with the terms of their issue);
- (D) on a proposal that affects rights attached to the Preference Shares;
- (E) on a proposal to wind up the Company;
- (F) on a proposal for the disposal of the whole of the property, business and undertaking of the Company;
- (G) on any matter considered at a meeting held during the winding up of the Company; and
- (H) in any other circumstances that the directors resolve at the time of issue and which are permitted pursuant to the Listing Rules,

and is, on a poll on those matters, entitled to the number of votes specified in, or determined in accordance with, the terms of issue for the Preference Share.

- (c) In the case of a redeemable Preference Share, the Company must if required by the terms of issue for that Share, at the time and place for redemption specified in, or determined in accordance with, those terms of issue, redeem that Share and, subject to the giving or receiving of a valid redemption notice or other document (if any) required by those terms of issue, pay to or at the direction of the registered holder the amount payable on redemption of that Share.