



CONSTITUTION

DPV HEALTH LIMITED

Effective Date: 25 August 2020

TABLE OF CONTENTS

1	NATURE OF COMPANY AND LIABILITY.....	5
	Nature of Company	5
	Liability of Members and guarantee on winding up	5
2	OBJECTS	5
3	MEMBERSHIP	6
	Membership	6
	Ordinary Members	6
	Life Members.....	7
	Rights of Members.....	7
	Membership not transferable	7
	Trust and related arrangements	7
	Members	8
	Form of application.....	8
	Admission to membership	8
	Closure of Register	9
	Duration of membership	9
	Application for readmission to membership	9
	Register of Members.....	10
4	ANNUAL SUBSCRIPTION	11
	Annual subscription	11
5	REMOVAL AND CESSATION OF MEMBERSHIP.....	11
	Resignation	11
	Other cessation of membership.....	11
	Removal from membership.....	11
	Consequences of resignation or other cessation of membership	12
6	NO PROFITS FOR MEMBERS	12
	Transfer of income or property	12
	Payments, services and information.....	12
7	GENERAL MEETINGS	13
	Convening of meetings by Directors.....	13
	Convening of meetings by Members	13
	Notice of general meeting	13
	Cancellation of general meetings	13
	Quorum at general meetings	14
	Quorum at adjourned general meetings	14
	Appointment of chairperson	14
	Chairperson's powers	15
	Adjournment of meetings	15
	Voting on show of hands	16
	Demand for a poll	16
	Voting rights of Members.....	16
	Vote of the chairperson at general meetings	16

	Objections to voter qualification.....	16
	Mode of meeting for Members	17
8	PROXIES.....	17
	Proxies of Members	17
	Appointment of proxies	17
	Verification of proxies	17
	Validity of proxies	17
	Revocation of appointment of proxy	18
9	APPOINTMENT AND RETIREMENT OF DIRECTORS	18
	Skills and Competencies	18
	Number of Directors	18
	Appointment of Directors	18
	Term of office	18
	Retirement of Directors.....	19
	Appointment of Directors including to fill casual vacancies	19
	Removal from office	19
	Vacation of office	19
	No power to appoint alternate.....	20
10	DIRECTORS' REMUNERATION	20
	Determination of fees.....	20
	Additional services rendered.....	20
	Payment for expenses	20
11	POWERS OF THE BOARD	20
12	PROCEEDINGS OF DIRECTORS	20
	Board meetings	20
	Convening of Board meetings	20
	Notice of Board meetings	20
	Mode of meeting for Directors.....	21
	Quorum at Board meetings	21
	Voting at Board meetings	21
	Appointment of Chair	21
	Term of office for Chair.....	21
	Chairperson's vote at Board meetings.....	22
	Participation where Directors interested.....	22
	No disqualification.....	22
	Exercise of rights	22
	Delegation of powers	23
	Nominations Committee	23
	Board committees	24
	Proceedings of committees	24
	Validity of acts of Directors etc	24
	Minutes	24
	Resolution without meeting	25
13	SECRETARY	25
14	CHIEF EXECUTIVE OFFICER	25

	Appointment	25
	Termination.....	25
15	INDEMNITY AND INSURANCE	26
	Indemnity	26
	Insurance premiums	26
16	EXECUTION OF DOCUMENTS.....	26
17	GIFT FUND REQUIREMENTS	26
	Company to maintain a Gift Fund.....	26
	Rules applying to the Gift Fund.....	26
	Winding up the Gift Fund	27
18	SURPLUS ASSETS ON WINDING UP OR DISSOLUTION.....	27
19	ACCOUNTS, AUDIT AND RECORDS	27
	Accounts	27
	Reports	28
	Audit	28
	Rights of inspection	28
20	NOTICES	28
	Persons authorised to give notices	28
	Method of giving notices	28
	Addresses for giving notices to Members.....	29
	Address for giving notices to the Company.....	29
	Time notice of meeting is given.....	29
	Time other notices are given.....	29
	Persons entitled to notice of meeting	30
21	DEFINITIONS AND INTERPRETATION	30
	Definitions.....	30
	Interpretation.....	32
	References to this constitution	33
	Replaceable rules	33
	Application of Corporations Act.....	33

Corporations Act 2001 (Cth)

Public company limited by guarantee

DPV Health Limited

ACN 136 371 152

1 NATURE OF COMPANY AND LIABILITY

Nature of Company

- 1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

- 1.2 The liability of the Members is limited. Every Member undertakes to contribute \$1.00 to the assets of the Company if it is wound up while they are a Member, or within one year after the person ceases to be a Member, for:

1.2.1 payment of the Company's debts and liabilities contracted before they ceased to be a Member; and

1.2.2 costs and expenses of winding up.

2 OBJECTS

- 2.1 The principal object of the Company is to support the health and wellbeing of our community on a not for profit basis by:

2.1.1 granting relief to persons suffering from sickness, distress, misfortune, helplessness, and/or poverty, and in particular, the frail-aged, the disabled and mentally ill, carers and individuals who have complex health care needs;

2.1.2 promoting equity and access of services and in all that it does, meets the health and welfare needs of the community evidencing a social model of health which prioritises the needs of those who cannot readily access the health and welfare system;

2.1.3 providing or facilitating the provision of medical care, dental care, nursing care, allied health and counselling, incorporating assessment, diagnosis, treatment, education and support for clients of all ages;

2.1.4 providing health promotion activities for the promotion of health and well-being and control of disease and prevention of illness and disease;

2.1.5 implementing allied health, social welfare and preventive health care services of all descriptions and conducts such clinics, home based services, classes, meetings, seminars as may be desirable;

2.1.6 participating in, facilitating or advocating for the provision of alternative

housing, community development and neighbourhood renewal for the disadvantaged;

- 2.1.7 participating in education, research and service planning; and
- 2.1.8 promoting and valuing diversity and delivering services in a culturally appropriate, effective and empowering manner.

2.2 Without limitation, the Company may seek to achieve its object by:

- 2.2.1 merging the operations of other bodies that fit with the operations of the Company;
- 2.2.2 raising money to further the object of the Company and to secure sufficient funds for the pursuit of the object of the Company;
- 2.2.3 receiving any funds and to distribute these funds in a manner that best attains the object of the Company; and
- 2.2.4 doing all such things as are incidental, convenient or conducive to the attainment of the object of the Company, including establishing or acquiring subsidiaries and participating in joint ventures.

3 MEMBERSHIP

Membership

3.1 The Members of the Company are the Members as at the date of adoption of this constitution, and such other persons as may be admitted to membership in accordance with this constitution, in each case until such time as the relevant person ceases to be a Member under clause 4.

3.2 The membership of the Company will be divided into the following classes of membership:

- 3.2.1 Ordinary Members; and
- 3.2.2 Life Members.

Ordinary Members

3.3 A person is eligible to become an Ordinary Member if:

- 3.3.1 they are a natural person of not less than 18 years of age; and
- 3.3.2 they are not an employee of the Company; and
 - (a) they are a Client; or
 - (b) they have a connection with the Company which the Board considers sufficient for its purposes; or
 - (c) they become a Director of the Company.

- 3.4 Each Ordinary Member as at the date of adoption of this constitution is deemed to satisfy the membership eligibility requirements set out in clause 3.3.

Life Members

- 3.5 A person is eligible to become a Life Member if the person is an Ordinary Member whom the Board, by resolution, identifies as having made a significant contribution to the affairs of the Company that warrants the person being made a Life Member.

- 3.6 Each Life Member as at the date of adoption of this constitution is deemed to satisfy the membership eligibility requirements set out in clause 3.5.

- 3.7 To avoid doubt:

3.7.1 subject to clause 3.7.2, admission as a Life Member is at the absolute discretion of the Board, and may not be applied for by any person;

3.7.2 the Board may admit a person as a Life Member in accordance with clause 3.5 at any time;

3.7.3 subject to clause 3.7.5, a Life Member's membership is continuing, and a Life Member is exempt from the obligation to apply for readmission to membership under clauses 3.21 to 3.23;

3.7.4 a Life Member is exempt from payment of any annual subscription under clause 4; and

3.7.5 a Life Member's membership will cease:

- (a) upon resignation or a Termination Event occurring with respect to the Life Member; or
- (b) if the Life Member is removed from membership under clause 5.5.2.

Rights of Members

- 3.8 Unless this constitution provides otherwise, all Members have the same rights.

Membership not transferable

- 3.9 A Member's rights, privileges and benefits of membership are personal to the Member and membership of the Company is not transferable.

Trust and related arrangements

- 3.10 Except as required by law:

3.10.1 No person is to be recognised by the Company as holding its membership on trust or otherwise holding the membership as a representative of another person.

3.10.2 Regardless of it having notice of any other interest or right, the Company is not bound by, or compelled in any way to recognise, any equitable, contingent, future, partial or other right or interest in a Member's membership of the Company.

Members

- 3.11 A person that is a Member must do all of the following:
- 3.11.1 pay the annual subscription determined in accordance with clause 4.1 (if any); and
 - 3.11.2 comply with the provisions of this constitution.
- 3.12 A Member has the right to receive notices of any general meeting, attend and be heard at any general meeting and vote at any general meeting.

Form of application

- 3.13 An application for membership that is submitted after the date the Company is registered must comply with the following requirements:
- 3.13.1 it must be signed by or on behalf of the applicant;
 - 3.13.2 it must be accompanied by the annual subscription determined in accordance with clause 4.1 (if any); and
 - 3.13.3 it must be accompanied by such documents or evidence as to qualification for membership as the Board may, in its absolute discretion, determine from time to time.

Admission to membership

- 3.14 Any person that considers that they satisfy the eligibility criteria set out in clause 3.3 may apply for Ordinary Membership of the Company.
- 3.15 The Board may delegate both the review of applications for membership and the final decision whether to admit or reject an applicant. Without limiting clause 3.20, the Board (or its delegate, as applicable) must consider an application for membership that is submitted in accordance with clause 3.14 as soon as practicable after its receipt and determine, with reference to the eligibility criteria set out in clause 3.3 but otherwise in the absolute discretion of the Board or its delegate (as applicable) the admission or rejection of the applicant.
- 3.16 Neither the Board nor its delegate has to give reasons for admitting or rejecting an applicant for membership.
- 3.17 If an application for membership is rejected, the Secretary must notify the applicant in writing of that fact within a reasonable period and refund to the applicant any annual subscription paid by the applicant.
- 3.18 If an applicant is accepted for membership, the Secretary must notify the applicant of admission in such form as the Board may determine from time to time, and the name and details of the applicant must be entered in the Register.
- 3.19 An applicant that is accepted for membership becomes a Member when the applicant's name is entered in the Register.

Closure of Register

3.20 No person may be admitted to membership of the Company in the period from 1 July in any given year to the day that is one business day after the date of the AGM that is held in that year (or, if applicable, the date of that adjourned AGM), other than:

3.20.1 readmission to membership under clause 3.23; and

3.20.2 admission of Life Members.

Duration of membership

3.21 Subject to clause 3.22, and without limiting clause 4, the membership of all Ordinary Members will be for a maximum period of three years (including time already spent as a Member as at the date of the date of adoption of this constitution) and in any case will end on 30 June in the third year of membership.

3.22 If an Ordinary Member's membership is scheduled to end under clause 3.2.1 in the relevant year, but the Ordinary Member is readmitted to membership in the relevant year in accordance with clause 3.23, the Ordinary Member's membership is deemed not to have ended under clause 3.21. Otherwise, the Ordinary Member's name must be removed from the Register as soon as possible after 30 June in the year in which the Ordinary Member's membership ceased.

Application for readmission to membership

3.23 In a year during which an Ordinary Member's membership ends in accordance with clause 3.21, the relevant Ordinary Member is entitled to apply to be readmitted to membership as follows:

3.23.1 The Ordinary Member must apply to be readmitted to membership on and from 1 July in the relevant year, using such form and providing such supporting information as the Board may prescribe prior to the date determined in accordance with clause 3.23.2. The Ordinary Member's application must be accompanied by payment of the annual subscription determined in accordance with clause 4.1 (if any). For the avoidance of doubt, if an Ordinary Member fails to apply to be readmitted to membership in accordance with this clause 3.23, the Ordinary Member's membership will end in accordance with clause 3.21.

3.23.2 The application to be readmitted to membership, any annual subscription and any required supporting information must be lodged on or before 31 May in the relevant year or such other date as may be determined by the Board from time to time (being a date that is a reasonable period before 30 June in the relevant year).

3.23.3 For the avoidance of doubt, the Board may delegate both the review of applications to be readmitted to membership and the final decision whether to admit or reject an applicant for readmission to membership.

3.23.4 The Board (or its delegate, as applicable) must consider an application for readmission to membership that is submitted in accordance with clauses 3.23.1

and 3.23.2 as soon as practicable after its receipt and determine, with reference to the eligibility criteria set out in clause 3.3 but otherwise in the absolute discretion of the Board (or its delegate, as applicable), the admission or rejection of the applicant. Such determination must be made within a reasonable time before 30 June in the relevant year.

- 3.23.5 The Board (or its delegate, as applicable) does not have to give reasons for accepting or rejecting an application for readmission to membership.
- 3.23.6 If an application for readmission to membership is accepted, the Secretary must notify the applicant in writing of that fact within a reasonable time before 30 June in the relevant year.
- 3.23.7 If an application for readmission to membership is rejected, the Secretary must notify the applicant in writing of that fact within a reasonable time after receipt of the application, and in any event within a reasonable time before 30 June in the relevant year, and refund to the applicant any annual subscription paid by the applicant at the time the relevant application was lodged.

Register of Members

- 3.24 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.25 The following details must be entered in the Register in respect of each Member:
 - 3.25.1 The full name of the Member.
 - 3.25.2 The address of the Member.
 - 3.25.3 The date on which the entry of the Member's name in the Register is made.
 - 3.25.4 The date of subsequent renewals, if any.
- 3.26 The Register must also show the following information, which may be kept separately from the rest of the Register:
 - 3.26.1 The name and details of each person who stopped being a Member within the last 7 years.
 - 3.26.2 The date on which each such person stopped being a Member.
- 3.27 The Company may also keep further registers recording other information about Members that is not required to be kept under the Corporations Act, for example:
 - 3.27.1 The telephone number and email address (as applicable) of the Member.
 - 3.27.2 Such other information as the Board may require.
- 3.28 Each Member must notify the Secretary in writing of any change in that Member's name, address, telephone number or email address within one month after the change.

4 ANNUAL SUBSCRIPTION

Annual subscription

- 4.1 The annual subscription payable by an Ordinary Member is such sum as the Board may prescribe from time to time.
- 4.1.1 Where the Board prescribes that an annual subscription is payable, all annual subscriptions for the forthcoming period of approximately 12 months are due and payable in advance by no later than 31 May in the relevant year or such other date as may be determined by the Board from time to time (being a date that is a reasonable period before 30 June in the relevant year).
- 4.1.2 If a person applies for Ordinary Membership after the most recent AGM, the Board may reduce the annual subscription payable by the applicant for the remainder of the relevant 12 month period in such manner as the Board in its absolute discretion considers fit. To avoid doubt, this clause 4.1.2 does not apply to with respect to applications for readmission to membership under clause 3.23.

5 REMOVAL AND CESSATION OF MEMBERSHIP

Resignation

- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.
- 5.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

Other cessation of membership

- 5.3 Without limiting the remainder of this clause 5, a Member ceases to be a Member immediately upon any Termination Event occurring in respect of the Member.
- 5.4 Without limiting the remainder of this clause 5, an Ordinary Member ceases to be a Member in the circumstances set out in clause 3.21.

Removal from membership

- 5.5 The Board may convene a meeting to consider the removal of a Member from the Register if the Board in its absolute discretion resolves that the Member is no longer considered suitable for membership of the Company including where (in the Board's opinion):
- 5.5.1 in the case of an Ordinary Member, the Ordinary Member no longer satisfies the eligibility criteria set out in clause 3.3; or
- 5.5.2 the Member has committed any act or omission which is unbecoming of a Member or which has adversely affected the Company's interests or has the potential to do so.
- 5.6 The Board does not have to give reasons for recommending the removal of any Member from the Register.

- 5.7 The Board must provide at least two month's written notice to any Member of any intention to remove the Member from the Register at a meeting referred to in clause 5.5, so as to enable the Member to provide any written representations to the Board.
- 5.8 Where a Member referred to in clause 5.7 makes any written representations and the Member requests that the representations be notified to Directors of the Company, the Company must do both of the following:
- 5.8.1 state that the representations have been made in any notice of the resolution given to Directors of the Company; and
- 5.8.2 send a copy of the representations to every Director of the Company to whom the notice of the meeting has been or is sent.
- 5.9 The requirements in clause 5.8 do not apply to the Company if the Company receives the representations less than two weeks prior to the relevant meeting referred to in clause 5.5. without affecting any right of the Member to be heard orally:
- 5.9.1 if a copy of the representations is not sent under clause 5.8 because of the Company's default, the Member referred to in clause 5.7 may require the representations be read out at the meeting; and
- 5.9.2 the Board may otherwise allow the representations to be read out at the meeting at its absolute discretion, even if the representations were received by the Board later than as specified in this clause 5.9.
- 5.10 Despite clauses 5.8 and 5.9, copies of the representations need not be sent out and the representations need not be read out at the meeting if the Board is satisfied on reasonable grounds that the rights conferred by clause 5.8 are being abused
- 5.11 An ordinary resolution of Directors is required to pass the necessary resolution under clause 5.5 to remove the Member referred to in clause 5.7.

Consequences of resignation or other cessation of membership

- 5.12 Resignation from membership in accordance with clause 5.1, or a Member's membership ceasing in accordance with clause 5.3, clause 5.4 or clause 5.11, does not limit the Member's liability under this constitution, and despite that cessation of membership the former Member continues to be liable for all money owing to the Company as at the date of the cessation of its membership of the Company and for any amount payable in accordance with clause 1.2.

6 NO PROFITS FOR MEMBERS

Transfer of income or property

- 6.1 Subject to clauses 6.2 and 18, the Company may not pay or transfer any income or property, directly or indirectly, to any Member.

Payments, services and information

- 6.2 Nothing in this clause 6 prevents the Company:
- 6.2.1 making a payment in good faith to a Member in carrying out the Company's

charitable purposes;

6.2.2 making a payment in good faith of any of the following:

- (a) remuneration to any officers or employees of the Company for services actually rendered to the Company (including payment of directors' fees in accordance with clause 10.1);
- (b) an amount to any Member in return for any services actually rendered to the Company or for goods supplied to the Company by the Member on commercial arm's-length terms or terms more favourable to the Company;
- (c) reasonable and proper interest on money borrowed from any Member;
- (d) reasonable and proper rent for premises let by any Member to the Company; or
- (e) reimbursement of expenses reasonably and properly incurred by any Member on the Company's behalf with the consent of the Board; or

6.2.3 from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members, or from providing services or information to Members on different terms from time to time.

7 GENERAL MEETINGS

Convening of meetings by Directors

7.1 A minimum of four Directors may convene a general meeting.

Convening of meetings by Members

7.2 The Board must call and arrange to hold a general meeting if required to do so under the Corporations Act and in accordance with any requirements under the Corporations Act.

Notice of general meeting

7.3 The Board may give notice of a general meeting by any form of communication permitted by the Corporations Act.

7.3.1 The notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.

7.3.2 The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

Cancellation of general meetings

7.4 The Board may cancel a general meeting, other than a general meeting which the Board is

required to convene and hold under the Corporations Act.

- 7.5 The Board may cancel a general meeting if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

Quorum at general meetings

- 7.6 The Members in a general meeting may not transact any business unless a quorum of Members is present at the time when the meeting proceeds to business.

- 7.7 Except as otherwise set out in this constitution, a quorum for the purposes of a general meeting is the lesser of:

7.7.1 15 Members entitled to vote at the meeting (whether present in person or by proxy); or

7.7.2 the number equal to 5% of the total number of Members entitled to vote at the meeting (whether present in person or by proxy), rounded up to the next highest whole number.

- 7.8 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:

7.8.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.

7.8.2 Otherwise, it must stand adjourned to another time and place determined by the chairperson.

Quorum at adjourned general meetings

- 7.9 At the adjourned meeting, the quorum requirements in clause 7.7 do not apply, and instead the presence of at least 2 Members entitled to vote at the meeting (whether present in person or by proxy) will form a quorum. If this quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting will be dissolved.

Appointment of chairperson

- 7.10 Every general meeting must be chaired by a chairperson. The chairperson will be determined as follows:

7.10.1 If the Board has elected a Director as Chair in accordance with clause 12.9, that person is entitled to chair every general meeting.

7.10.2 Secondly, the Directors present at the meeting must elect one of their number to chair that meeting if either of the following applies:

(a) No Chair has been elected in accordance with clause 12.9.

(b) If the Chair is not present within 15 minutes after the time appointed for the holding of the meeting, or is present and not willing to act.

7.10.3 Thirdly, the Members entitled to vote at the meeting present in person or by

proxy at the meeting must elect one of those Members to chair that meeting if either of the following applies:

- (a) There are no Directors present within 15 minutes after the time appointed for the holding of the meeting.
- (b) All Directors present decline to chair the meeting.

Chairperson's powers

- 7.11 The chairperson may temporarily vacate the chair at a general meeting in favour of another person present at any time and for any reason they see fit, and must do so if the Members are voting on the chairperson's election or re-election as a Director (if applicable).
- 7.12 Subject to the terms of this constitution regarding adjournment of meetings, the chairperson's ruling on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson may be accepted.
- 7.13 The chairperson may, in his or her absolute discretion, refuse any person admission to a general meeting, or expel the person from the general meeting and not permit them to return, if the chairperson reasonably considers that the person's conduct is inappropriate. Inappropriate conduct in a general meeting includes:
 - 7.13.1 The use of offensive or abusive language which is directed to any person, object or thing.
 - 7.13.2 Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance.
 - 7.13.3 Possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.

Adjournment of meetings

- 7.14 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
 - 7.14.1 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
 - 7.14.2 When a meeting is adjourned for 20 business days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
 - 7.14.3 Except when a meeting is adjourned for 20 business days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

- 7.15 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken. Voting cards may be issued to current Members to assist the poll process.
- 7.16 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Demand for a poll

- 7.17 A poll may be demanded by either:
- 7.17.1 The chairperson.
 - 7.17.2 At least five Members entitled to vote on the resolution.
- 7.18 The demand for a poll may be withdrawn.
- 7.19 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 7.20 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs.
- 7.21 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

Voting rights of Members

- 7.22 On a show of hands, every Member present in person or by proxy has one vote.
- 7.23 On a poll, every Member present in person or by proxy has one vote.

Vote of the chairperson at general meetings

- 7.24 In a case of an equality of votes, whether on a show of hands or on a poll, the chairperson of a general meeting has a second or casting vote in addition to any votes he or she may have as a Member or as a proxy of a Member. To avoid doubt, the chairperson may elect to exercise, or not exercise, that second or casting vote in his or her absolute discretion from time to time.

Objections to voter qualification

- 7.25 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.26 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 7.27 A vote not disallowed according to an objection as provided in this constitution is valid

for all purposes.

Mode of meeting for Members

- 7.28 A general meeting may be called or held (including at more than one venue) using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting. The Members may otherwise regulate their meetings as they think fit.

8 PROXIES

Proxies of Members

- 8.1 At meetings of Members each Member entitled to vote may vote in person or by proxy in accordance with clauses 7.22 and 7.23.
- 8.2 Notwithstanding the remainder of this constitution, a Member may only appoint a proxy in accordance with this clause 8.
- 8.3 Subject to the terms of their appointment, a person attending as a proxy of a Member, has all the powers of a Member at a meeting of Members, except where expressly stated to the contrary.

Appointment of proxies

- 8.4 A Member may appoint the chairperson of the relevant meeting or another Member as their proxy to attend and vote instead of the Member.
- 8.4.1 A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed by the Member making the appointment.
- 8.4.2 A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- 8.4.3 Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting.

Verification of proxies

- 8.5 Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, the document appointing the proxy must be deposited with the Company.
- 8.6 The documents must be received at the Office or at another place or electronic address specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting.
- 8.7 If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

Validity of proxies

- 8.8 A proxy document is invalid if it is not deposited prior to a meeting as required by this constitution.

Revocation of appointment of proxy

8.9 A vote given in accordance with the terms of a proxy document is valid despite the occurrence of any one or more of the following events if no notice in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the relevant proxy votes:

8.9.1 the person who appointed the proxy dies or is mentally incapacitated; or

8.9.2 the person who appointed the proxy revokes the appointment.

9 APPOINTMENT AND RETIREMENT OF DIRECTORS

Skills and Competencies

9.1 The Board must strive to ensure that it will be a skills-based board consisting of Directors having appropriate competencies, skills and experience determined in light of the Skills Matrix.

9.2 The Board may amend, revoke or replace the then-prevailing Skills Matrix at any time and from time to time, in the Board's absolute discretion.

9.3 No employee of the Company (other than a person who is an employee solely because he or she is a Director) is eligible to be nominated for the position of Director or otherwise be elected or appointed as a Director.

Number of Directors

9.4 The number of Directors must not be less than three nor more than ten.

Appointment of Directors

9.5 Without limiting the Members' rights under clause 9.14 or the Corporations Act, Directors will be appointed by the Board (or the sole Director) in accordance with clause 9.12.

Term of office

9.6 The initial term of office of a Director is 3 years and must end on the close of the third AGM after appointment, with the intention that, to the greatest extent possible:

9.6.1 the specified initial terms of office for the Directors will give rise to an orderly rotation of Directors from office going forward; and

9.6.2 the same number of Directors will retire from office at the close of the each AGM.

9.7 Each Director will have an initial term of office determined in accordance with clause 9.6. Any Director who is re-appointed as a Director thereafter will hold office for a further maximum term of 3 years or such shorter period as may be specified in the relevant Board resolution.

9.8 A retiring Director is eligible for re-appointment, save that a Director will be ineligible for re-appointment after holding office for nine consecutive years. For the purposes of this clause 9.8 the term of all serving directors commenced on midnight 29 March 2018.

Retirement of Directors

- 9.9 A Director retiring at an AGM may act as a director until the conclusion of that meeting and is eligible for re-appointment to the extent permitted by law and this constitution.
- 9.10 A Director may also retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Appointment of Directors including to fill casual vacancies

- 9.11 The Board, or if there is only one Director, that Director, may at any time appoint a person to be a Director to fill a vacant Board position, including as a consequence of a casual vacancy arising, and who will hold office for a maximum period ending on the close of the next AGM (being a maximum term of approximately three years) or such shorter period as may be specified in the relevant Board resolution. To avoid doubt, any such appointment will take effect on and from the date of the relevant Board resolution or such later date as may be specified in the relevant Board resolution.
- 9.12 The Board must consult with the Nominations Committee regarding the skills, competencies and experience of a proposed appointee in light of the then-prevailing Skills Matrix (if any) when the Board proposes to exercise its power of appointment under clause 9.11. However:
- 9.12.1 The Board is not obliged to follow any advice or recommendations that the Nominations Committee may provide to the Board with respect to the appointment or non-appointment of a person to the Board, and the Board will retain absolute discretion with regards to the exercise of its powers of appointment.
- 9.12.2 The obligation to consult with the Nominations Committee will not apply where there are less than three Directors holding office at the time.

Removal from office

- 9.13 The Members in general meeting may by ordinary resolution remove a Director from office before the expiration of his or her maximum term of office by following the process set out in section 203D Corporations Act.

Vacation of office

- 9.14 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this constitution, the office of Director immediately becomes vacant if any of the following occurs:
- 9.14.1 The Director becomes an employee of the Company (other than where he or she is an employee solely because he or she is a Director).
- 9.14.2 The Director dies or becomes an insolvent under administration.
- 9.14.3 The Director 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.

9.14.4 The Director is absent from three Board meetings in any 6 month period without the prior written consent of the Board.

9.14.5 The Director becomes prohibited from being a director by reason of an order made under the Corporations Act or the Director is removed from any office under the ACNC Act.

No power to appoint alternate

9.15 No Director has the power to appoint a person to be an alternate Director in his or her place, and a Director must not at any time purport to do so.

10 DIRECTORS' REMUNERATION

Determination of fees

10.1 The Directors' fees for their services (if any) will be determined from time to time by the Members in general meeting. Directors' fees accrue from day to day.

Additional services rendered

10.2 Any Director may be paid a fee, salary or hourly rate in return for any services actually rendered to the Company in a professional or technical capacity (other than within his or her ordinary duties as a Director), provided that the Board has given its prior written approval to the provision of the services, the proposed duration of the engagement and the proposed fee, salary or hourly rate.

Payment for expenses

10.3 Each Director may be reimbursed for out-of-pocket expenses reasonably and properly incurred by the Director in connection with Company business (including travel, and accommodation expenses). Alternatively, the Company may pay such amounts on the Director's behalf.

11 POWERS OF THE BOARD

11.1 The Board may exercise all those powers of the Company as are not, by the Corporations Act or by this constitution, required to be exercised by the Members in general meeting or otherwise.

12 PROCEEDINGS OF DIRECTORS

Board meetings

12.1 The Board must meet at least 8 times in each calendar year.

Convening of Board meetings

12.2 The Chair or any other two Directors may at any time, and a Secretary must on the requisition of any two Directors, convene a Board meeting.

Notice of Board meetings

12.3 The person convening a Board meeting must ensure that notice of the Board meeting is given to each Director at least 48 hours before the meeting or at another time determined by Board resolution, except:

12.3.1 All Directors may waive in writing the required period of notice for a particular meeting.

12.3.2 It is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has requested and been given leave of absence by the Board.

12.4 There will be a non-binding preference that the person convening a Board meeting gives each Director at least 5 business days' notice of the Board meeting, where practicable.

Mode of meeting for Directors

12.5 A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one, provided that all Directors give or renew that consent promptly after a new Director joins the Board. A Director may only withdraw their consent within a reasonable period before the meeting. The Board may otherwise regulate its meetings as it considers fit.

Quorum at Board meetings

12.6 At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is one half of the number of Directors holding office at the time (rounded up to the next highest whole number).

12.7 If the number of Directors is reduced below the number necessary for a quorum of Directors or otherwise below the statutory minimum (as applicable), the continuing Director or Directors may act only to:

12.7.1 appoint additional Directors in accordance with clause 9 to the number necessary for a quorum in accordance with clause 12.6; or

12.7.2 convene a general meeting of the Company.

Voting at Board meetings

12.8 The Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.

Appointment of Chair

12.9 The Board may elect a Director as Chair to chair Board meetings, as follows:

12.9.1 The Board will by resolution elect a Director as Chair at the first Board meeting following the most recent AGM, to hold office for a maximum period until the commencement of the first Board meeting following the next AGM.

12.9.2 Despite the above, the Board may by resolution remove the Chair at any time and appoint another Director as Chair.

12.10 If no Chair is elected, or if at any Board meeting the Chair is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to chair that meeting

Term of office for Chair

12.11 Provided that he or she remains a Director, a retiring Chair is eligible for re-election to that office and there is no limit to the number of consecutive terms that he or she may

serve. To avoid doubt, if the Board resolves to extend the Chair's maximum term of office under clause 9.8.1, the Board may also, by resolution, re-elect that Director as Chair for that additional period.

Chairperson's vote at Board meetings

- 12.12 In the case of an equality of votes at a Board meeting, the Chair (or other Director chairing the meeting in accordance with clause 12.10) does not have a second or casting vote in addition to his or her deliberative vote as a Director.

Participation where Directors interested

- 12.13 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.
- 12.14 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.
- 12.15 Subject to compliance with the Corporations Act, a Director may execute or participate in the execution of a document by or on behalf of the Company.

No disqualification

- 12.16 Subject to compliance with the law and clause 10.2, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:
- 12.16.1 Enter into a contract or arrangement with an Associated Party.
 - 12.16.2 Hold any office or place of profit (other than auditor) in an Associated Party.
 - 12.16.3 Act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party.
- 12.17 Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:
- 12.17.1 Any contract or arrangement entered into in accordance with clause 12.16.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable
 - 12.17.2 A Director may do any of the things specified in clause 12.16 without any liability to account to the Company or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

Exercise of rights

- 12.18 If the Company holds or owns membership, shares or other interests in another body corporate, trust or other entity, the Board may exercise any and all voting rights conferred by the membership, shares or interests in any manner that the Board in its absolute discretion considers fit.

Delegation of powers

- 12.19 The Board may delegate any of its powers to any person, as the Board in its absolute discretion sees fit. This includes delegating any of the Board's powers to committees consisting of Directors or other persons. The Board may at any time revoke any delegation of power.
- 12.20 A delegate must conform to the directions of the Board in the exercise of any powers delegated to the delegate. The delegate's exercise of a power in accordance with this constitution is to be treated as the exercise of that power by the Board.

Nominations Committee

- 12.21 The Board must establish a Nominations Committee (by whatever name called) as a committee of the Board, to provide advice and recommendations to the Board and/or the Members on specified matters, among any other functions and/or powers set out in this constitution or otherwise as determined by the Board from time to time (any such determination not being inconsistent with this constitution). The Board must do so promptly after the date of adoption of this constitution, using terms of reference for the Nominations Committee that are consistent with the requirements of this constitution.
- 12.22 The Nominations Committee must consist of between one and four Directors selected by the Board from time to time.
- 12.23 However, no person may serve on the Nominations Committee for more than five consecutive years, and the Board must not purport to appoint a person to the Nominations Committee if this clause 12.23 would be breached. This clause 12.23 does not prevent a former member of the Nominations Committee from subsequently being re-appointed to the Nominations Committee in accordance with this constitution, provided that a period of at least 24 consecutive calendar months has passed since he or she last served as a member of the Nominations Committee.
- 12.24 The Nominations Committee may, with the prior written consent of the Board, appoint consultants (such as executive search firms) to assist the Nominations Committee in identifying and screening potential candidates for appointment to the Board. The Board must ensure that the Nominations Committee is otherwise provided with adequate resources to perform its functions.
- 12.25 Subject to clauses 12.21 to 12.24, the Board may:
- 12.25.1 Specify in writing from time to time the terms of reference of the Nominations Committee, including its role and functions, and amend, revoke or replace the terms of reference from time to time, save that the terms of reference must be consistent with the requirements of this constitution.
 - 12.25.2 Without limiting clauses 6 or 10, specify the remuneration (if any) of any person who may serve on the Nominations Committee from time to time.
 - 12.25.3 Remove and/or replace any or all of the then current members of the Nominations Committee from time to time in accordance with clause 12.22.

12.26 The Board may only dissolve the Nominations Committee with the prior approval of the Members in general meeting.

12.27 All references to the Nominations Committee in this constitution (other than in this clause 12 and clause 21.1) will be of no force or effect unless the Board has established the Nominations Committee and the Nominations Committee remains in existence at the relevant time.

Board committees

12.28 The Board may in its absolute discretion establish one or more committees to provide advice and recommendations to the Board on specified matters (among any other functions determined by the Board, which may but need not include the exercise of power delegated by the Board in accordance with clause 12.19).

12.29 The Board may, with respect to a committee:

12.29.1 Specify in writing from time to time the terms of reference and functions of the committee.

12.29.2 Appoint such persons as the Board considers appropriate to the committee (including, if thought fit, one or more Directors), and remove any such person from the committee at any time by written notice or otherwise in accordance with the terms of reference of that committee.

12.29.3 Specify the period and conditions (including as to remuneration, if any) from time to time of any such appointment to the committee.

12.29.4 Dissolve the committee at any time.

Proceedings of committees

12.30 Except as provided in this constitution or in a direction of the Board (including if applicable the terms of reference of the relevant committee), the meetings and proceedings of a committee formed by the Directors and/or other persons must be governed by the provisions of this constitution, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Board.

Validity of acts of Directors etc

12.31 All acts done by a Board meeting or of a committee of (or including) Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

12.32 The Board must cause minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose. For the avoidance of doubt “books” may include electronic folders created for that purpose.

12.33 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took

place or by the chairperson of the next succeeding meeting.

Resolution without meeting

12.34 A resolution in writing sent to all Directors (excluding Directors who have requested and been given leave of absence by the Board) and approved by no less than 50% of Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board), and in relation to which no Director has either advised that he or she will not approve the proposed resolution, is to be treated as a determination of the Board passed at a Board meeting duly convened and held.

12.34.1 A resolution referred to in clause 12.34 may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents, or alternatively may consist each Director affirming by electronic means that he or she supports the proposed resolution, and a document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in readable form.

12.34.2 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

13 SECRETARY

13.1 The Board may appoint one or more Secretaries and may at any time terminate the appointment or appointments.

13.2 The Board may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this constitution, the Corporations Act or by any other statute to be carried out by the secretary of the Company.

14 CHIEF EXECUTIVE OFFICER

Appointment

14.1 The Board may from time to time appoint a person to the position of Chief Executive Officer for the period and on the terms (including as to remuneration and whether the position will be full-time or part-time) as the Board sees fit.

14.2 The Board may from time to time appoint another person to act temporarily as Chief Executive Officer if:

14.2.1 the Chief Executive Officer is absent from duty or from Australia or is (in the Board's determination) incapable of acting as the Chief Executive Officer; or

14.2.2 the position of Chief Executive Officer is vacant.

Termination

14.3 Subject to the law, the Board may terminate the appointment of the Chief Executive Officer. For the avoidance of doubt, the Company in general meeting has no power to

terminate the appointment of the Chief Executive Officer or appoint a person to the position of Chief Executive Officer.

- 14.4 A person's appointment as Chief Executive Officer automatically terminates if he or she is appointed as a Director.

15 INDEMNITY AND INSURANCE

Indemnity

- 15.1 Every officer and past officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including legal costs and expenses incurred in defending an action. For the avoidance of doubt, the ways in which the Company may do so include by entering into an 'Indemnity, Insurance and Access Deed' (or similar contract) from time to time with one or more officers or past officers of the Company.

Insurance premiums

- 15.2 The Company may pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law. For the avoidance of doubt, the ways in which the Company may do so include by entering into an 'Indemnity, Insurance and Access Deed' (or similar contract) from time to time with one or more officers or past officers of the Company.

16 EXECUTION OF DOCUMENTS

- 16.1 The Company may execute a document in any manner permitted by the Corporations Act or at general law.

17 GIFT FUND REQUIREMENTS

Company to maintain a Gift Fund

- 17.1 To the extent required by law, the Company must maintain a Gift Fund in accordance with this clause 17.

Rules applying to the Gift Fund

- 17.2 The following rules apply to any Gift Fund established and maintained by the Company:

17.2.1 The Gift Fund must have a name.

17.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.

17.2.3 The Company must maintain a separate bank account for the Gift Fund.

17.2.4 The following must be credited to the Gift Fund:

(a) All gifts of money or property to the Company for the Principal Purpose.

(b) All money or property received by the Company because of those gifts.

17.2.5 No other money or property may be credited to the Gift Fund.

17.2.6 The Company must use any gifts, money or property of the kind referred to in clause 17.2.4 only for the Principal Purpose.

Winding up the Gift Fund

17.3 Despite clause 18, if the Company wishes to wind up a Gift Fund or the Company's deductible gift recipient endorsement is revoked (whether or not the company is to be wound up), any surplus Gift Fund must be transferred to one or more charities determined by the Board:

17.3.1 with charitable purpose(s) similar to, or inclusive of, the objects in clause 2;

17.3.2 which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company; and

17.3.3 that is or are deductible gift recipients within the meaning of the ITAA97.

17.4 For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains endorsed as a deductible gift recipient and operates any other gift fund in accordance with this clause 17, any surplus Gift Fund that is being wound up may be transferred to any other charitable gift fund operated by the Company.

18 SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

18.1 If the Company is wound up, any surplus property must not be distributed to a Member or a former Member unless it is a charity described in clause 18.2.

18.2 Subject always to clause 17.3, any court order, the Corporations Act and any other applicable law, upon the winding up or dissolution of the Company any surplus property that remains after satisfaction of all debts and liabilities must be distributed to one or more charities:

18.2.1 with charitable purposes similar to, or inclusive of, the objects in clause 2;

18.2.2 which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company;

18.2.3 that is or are "deductible gift recipients" within the meaning of ITAA 97; and

18.2.4 as determined by ordinary resolution of the Members in general meeting at or before the time of winding up or dissolution of the Company and, in default of any such determination, by the Supreme Court of the State or Territory in which the Office is located.

19 ACCOUNTS, AUDIT AND RECORDS

Accounts

19.1 The Board must cause proper accounting and other records to be kept in accordance with the ACNC Act or as otherwise required by law.

Reports

19.2 To the extent required by the ACNC Act or otherwise required by law, the Board must cause the company to:

19.2.1 prepare financial reports;

19.2.2 prepare directors' reports;

19.2.3 notify each Member of the Member's right to receive reports from the Company; and

19.2.4 provide members with reports, in a form and within such timeframe,

as required by the ACNC Act or otherwise required by law.

Audit

19.3 A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the ACNC Act or as otherwise required by law.

Rights of inspection

19.4 Subject to the law:

19.4.1 The Board may determine whether and to what extent, and at what times and places and under what conditions, the records and other documents of the Company or any of them are open to the inspection of Members, and a Member does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or by the Company in general meeting.

19.4.2 Despite clause 19.4.1, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause the Company to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

20 NOTICES

Persons authorised to give notices

20.1 A notice by either the Company or a Member in connection with this constitution may be given on behalf of the Company or Member by a solicitor, director, company secretary or other authorised officer of the Company or Member.

20.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

20.3 In addition to the method for giving notices permitted by statute, a notice by the Company to a Member in connection with this constitution may be given to the Member by any of the following means:

- 20.3.1 By delivering it to a street address of the Member.
- 20.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the Member.
- 20.3.3 By sending it by email to the email address of the Member.
- 20.4 In addition to the method for giving notices permitted by statute, a notice by a Member to the Company in connection with this constitution may be given to the Company by any of the following means:
 - 20.4.1 By delivering it to the street address of the Company.
 - 20.4.2 By sending it by prepaid ordinary post (airmail if outside Australia) to the street or postal address of the Company.
 - 20.4.3 By sending it by email to the email address of the Company.

Addresses for giving notices to Members

- 20.5 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- 20.6 The email address of a Member is the address which the Member may specify by written notice to the Company as the email address to which notices may be sent to the Member.

Address for giving notices to the Company

- 20.7 The street and postal address of the Company is the Office.
- 20.8 The email address of the Company is the email address which the Company may specify by written notice to the Members as the email address to which notices may be sent to the Company.

Time notice of meeting is given

- 20.9 A notice of meeting given in accordance with this constitution is to be taken as given, served and received at the following times:
 - 20.9.1 If delivered in writing to the street address of the addressee, at the time of delivery.
 - 20.9.2 If it is sent by post to the street or postal address of the addressee, on the business day after posting.
 - 20.9.3 If sent by email to the email address of the addressee, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent..

Time other notices are given

- 20.10 A notice given in accordance with this constitution is to be taken as given, served and

received at the following times:

- 20.10.1 If delivered in writing to the street address of the addressee, at the time of delivery.
- 20.10.2 If it is sent by post to the street or postal address of the addressee, on the third (ninth if outside Australia) business day after posting.
- 20.10.3 If sent by email to the email address of the addressee, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

Persons entitled to notice of meeting

- 20.11 Notice of every general meeting must be given by a method authorised by this constitution to all of the following persons:
 - 20.11.1 Every Member.
 - 20.11.2 Every Director.
 - 20.11.3 The auditor for the time being of the Company, if any.
- 20.12 No other person is entitled to receive notices of general meetings.

21 DEFINITIONS AND INTERPRETATION

Definitions

- 21.1 In this constitution the following definitions apply:

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and for the avoidance of doubt includes any 'governance standards' prescribed under any related regulations.

AGM means an annual general meeting of the Company.

Associated Party means each of the following:

- (a) The Company.
- (b) Any Related Body Corporate of the Company.
- (c) Any other body corporate, trust or entity promoted by the Company or in which the Company has an interest of any kind.

Board means Directors acting as the board of the Company.

Chair means the Director elected under clause 12.9 to preside as chairperson at Board

meetings at the relevant time.

Chief Executive Officer has the meaning given in clause 14.

Client means a natural person who receives, or has received, a service from the Company.

Company means DPV Health ACN 136 371 152.

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

Director means a person occupying the position of a director of the Company.

Gift Fund means a fund that is maintained for the Principal Purpose.

Insolvency Event means, in relation to a Member, anything that reasonably indicates that there is a significant risk that the Member is or will become unable to pay the Member's debts as they fall due. This includes any of the following (as applicable):

- (a) A meeting of the Member's creditors being called or held.
- (b) A step been taken to make the Member bankrupt.
- (c) An application is presented or an order is made for the sequestration of the Member's estate.
- (d) The Member entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors.
- (e) The Member ceases or threatens to cease to carry on its main business.

ITAA 97 means *Income Tax Assessment Act 1997* (Cth).

Life Member means a person who is admitted to membership on the basis that he or she satisfies the eligibility criteria set out in clause 3.5.

Member means a person whose name is entered in the Register as a member of the Company, being either an Ordinary Member or a Life Member.

Nominations Committee means the committee to be established by the Board in accordance with clause 12.21.

Office means the registered office of the Company.

Ordinary Member means a person who is admitted to membership on the basis that they satisfy the eligibility criteria set out in clause 3.3, and to avoid doubt includes a person who was a Member as at the date of adoption of this constitution and who was not a Life Member.

Principal Purpose means the purposes of the Company as reflected in the objects of the Company specified in clause 2, or any of those purposes.

Register means the register of Members kept by the Company under the Corporations Act.

Registered Entity means an entity that is registered under the ACNC Act.

Related Body Corporate has the meaning given in the Corporations Act.

Secretary means a person appointed to perform the duties of a secretary of the Company.

Skills Matrix means any matrix of competencies, skills and/or experience (or equivalent document) adopted by the Board from time to time in accordance with this constitution that specifies the desired range of competencies, skills and/or experience to be demonstrated by the Directors and the Board for the time being, taking into account the Company's needs and objectives and other relevant matters at the time.

Termination Event means:

- (a) An Insolvency Event occurs in respect of the Member.
- (b) The Member dies.
- (c) The Member becomes an employee of the Company (other than where the Member is an employee solely because he or she is a Director).

Interpretation

21.2 In this constitution, unless the context otherwise requires:

- 21.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this constitution.
- 21.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 21.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution (however, a schedule or attachment does not form part of this constitution unless the schedule or attachment expressly states that it is part of this constitution).
- 21.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 21.2.5 A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.
- 21.2.6 An expression importing a natural person includes any company, trust,

partnership, joint venture, association, body corporate or public authority.

- 21.2.7 A reference to 'dollars' or '\$' means Australian dollars.
- 21.2.8 References to the word 'include' or 'including', or to the word 'exclude' or 'excluding', are to be interpreted without limitation.
- 21.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 21.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 21.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 21.2.12 A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

References to this constitution

- 21.3 A reference to this constitution, where amended, means this constitution as so amended.

Replaceable rules

- 21.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

Application of Corporations Act

- 21.5 Unless the context otherwise requires,
 - 21.5.1 An expression used but not defined in this constitution has the same meaning given in the Corporations Act.
 - 21.5.2 Where an expression referred to in clause 21.5.1 has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as the relevant clause of this constitution, the expression has the same meaning as in that provision.
- 21.6 Subject to clause 21.4, for so long as the Company is a Registered Entity the provisions in Part 2G.2 and Part 2G.3 of the Corporations Act are incorporated into this constitution by reference as if they are repeated in full. To the extent that the ACNC Act or any law or binding regulation of the ACNC applies to the Company and this conflicts with one or more provisions in Part 2G.2 and Part 2G.3 of the Corporations Act, the Company must comply with (as applicable) the ACNC Act or that law or binding regulation, save that it is expressly intended by the Members that the Company must hold an AGM at least once in each calendar year and within five months after the end of its financial year.