

**CONSTITUTION
of
GRAIN PRODUCERS AUSTRALIA LIMITED**



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1. Company Name

The name of the Company is GRAIN PRODUCERS AUSTRALIA LIMITED (hereinafter called "the Company").

2. Company Type

2.1 The Company is a public Company limited by guarantee.

2.2 The liability of the Members is limited.

3. Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

"Act" means the Corporations Act 2001 as amended from time to time.

"Board" means the Board of Directors. The Board is responsible for the oversight of general administration and management of the Company.

"Calendar Year" means a period commencing on 1st January and ending on the following 31st December.

"Committee" means a committee or sub-committee of Directors or others appointed by Directors established in accordance with Clause 15.14.

"Constitution" means this Constitution as amended or supplemented from time to time.

"Company" means the Company referred to in Clause 1.

"Correspondence" means carriage by post or transmission by facsimile or email, of material pertaining to the business of the Company.

"Director" means any person who is holding the position as a Director of the Company. The plural means the Directors for the time being of the Company, or as the context permits such number of them as have authority to act for the Company.

"Fees" means Membership Application and Subscription Fees

"Financial Year" means a period commencing from 1st April and ending on the following 30th March.

"General Meeting" means any annual, general, special or extraordinary meeting of Members called for resolving matters that relate to the business of the Company and this constitution.

"Grain" means wheat, barley, triticale, maize, sorghum, soybeans, safflower seed, sunflower seed, linseed, oats, rye, canola, rapeseed, field peas, lupins, millet, canary seed, grain legumes/pulses, pasture seeds (including grasses, clovers and medics) and any product of the soil declared by the Company to be a grain for the purposes of this Constitution.

"Grains Policy Council" means the committee established pursuant to clause 17 of this Constitution.

"Grain Producer" means an active producer of Grain and having paid Levies from time to time.

"Grains Representative Groups" means any organisation or sections of organisation that are recognised by the Board as legitimate representatives of grain producers.

"Grains Representative Organisation" means a formally constituted grain producer representative organisation, being:

- (i) the State Farming Organisations that host or auspice each of the State Farming Organisation Grains Groups;
- (ii) Grain Growers Limited ABN 25000245269;

(iii) another entity that represents the interests of Grain Producers, endorsed as such by the Grains Policy Council under clause 17.4.

“formally constituted” in relation to a Grains Representative Organisation means an organisation:

- (i) that exists solely or primarily to represent the interests of grain producers (whether or not the organisation also represents other primary producers); and
- (ii) consists of or has as its members, grain producers; and
- (iii) has existed for at least 12 months; and
- (iv) has held at least one Annual General Meeting of its members; and
- (v) has produced at least one set of accounts audited by a qualified auditor; and
- (vi) has filed at least one return pursuant to the *Income Tax Assessment Act 1936* (Cth).

“Levies” means levies or charges imposed on Grain Producers under the Levy Acts.

“Levy Acts” means:

- (a) Primary Industries (Excise) Levies Act 1999; and
- (b) Primary Industries (Customs) Charges Act 1999.

"Member" means a Member of the Company who is a Grain Producer or Business Member

"Member Present" means, in connection with a meeting of Delegates, a Member being represented by the Members' delegates present or by proxy or attorney.

"Office" means the registered office for the time being of the Company.

"Officer" has the same meaning as given to that term in Section 9 of the Act.

“Regions” means the Northern Region being that area north of the line on the map attached to this Constitution, the Southern Region being that area south of the line on the map attached to this Constitution and the Western Region constituting the State of Western Australia.

“Regional General Meeting” means a general meeting held by the Members located in each Region.

“Region member” means a member entitled to vote at a Regional General Meeting for a particular region.

"Register" means the register of Members to be kept pursuant to the Act.

"Representative" means a person nominated and authorised in accordance with section 250 D of the Act to act as a representative of a body Member of the Company.

“Resolution” means a formal expression of opinion, will, or intention developed through correct meeting procedure and by the exercise of applicable voting entitlements of the Members through their representatives.

"Secretary" means the person appointed as the Secretary of the Company and includes any assistant or acting Secretary.

“Special Motion” is a motion proposed for the purpose of altering the Constitution of the Company, where the Special Motion is discussed at a General Meeting convened for that purpose.

“Special Notice” means notice of not less than 21 days of the time and place of the relevant meeting and notice of not less than 21 days of the resolutions in respect of which notice is given, except in circumstances where Members have agreed by resolution to waive the period of Special Notice.

“State” means a State or Territory of the Commonwealth of Australia.

“Working Group” means a committee established by the Grains Policy Council to make recommendations on policy decisions referred to it by the Grains Policy Council.

3.1 In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other two genders;
- (c) the word "person" means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words "writing" and "written" include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any Clause or schedule is to a Clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.

3.2 An expression used in a particular Part or Division of the Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any Clause that deals with a matter dealt with by that Part or Division, the same meaning as in that Part or Division.

3.3 The provisions of this Constitution displace the replaceable rules (but not replaceable rules which mandatorily apply to a public company) contained in the Act.

3.4 Headings do not form part of or affect the construction or interpretation of this Constitution.

4 . Alteration of Constitution

4.1 This Constitution may be amended by the Members pursuant to a Special Motion of which Special Notice has been given by the Secretary and provided that the Special Motion is carried at the meeting by a majority of not less than three quarters (75%) of the votes cast by the Members at that meeting.

4.2 However, a Special Motion that proposes amendment to clause 17 may only be put to a meeting of the members of the company if it has first been endorsed by 75% of the membership of the Grains Policy Council

5 . Political Neutrality

5.1 The Company shall remain strictly non-party political.

5.2 No Member of Parliament shall act as a Director of the Company. Any Officer or Director, on being elected to Parliament, shall ipso facto vacate his/her office.

6 . Objects of the Company

(a) The objects of Grains Producers Australia Limited are:

- (i) To foster and initiate the development and implementation of policies that promote the economic and environmental sustainability of the Australian grains industry;
- (ii) To develop strategies that address key commercial issues and impediments to the profitable commercial operation of the grains industry, in a manner that will

enhance the efficiency, effectiveness, viability and comparative advantage of Australia's grains industry, and growers in particular;

- (iii) To represent and promote Australia's grain growers, the policies of the Company and the interests of Australia's grain industry nationally and internationally;
 - (iv) To make representations to, and work with, governments in accordance with the roles and responsibilities of the Company;
 - (v) To fulfill such duties and responsibilities that are, from time to time reserved for the Company by, or under, the Government of Australia, or any other Commonwealth or State agency or authority;
 - (vi) To co-operate and act in association with other organisations across the grains value chain, where matters of common interest are involved;
 - (vii) To facilitate a strategic approach to research, development and extension that will deliver sound commercial outcomes from grain industry research;
 - (viii) To facilitate the dissemination, adoption and commercialisation of the results of research and development and innovation in relation to the Australian grains industry;
 - (ix) Provide services to Australian grain growers in the interests of the Australian grain industry; and
 - (x) Engage in any other activities in the interest of the Australian grains industry. In each case for the benefit of Australian grain growers.
- (b) Each object for which the Company is established as specified in clause 6(a) is independent of each other object for which the Company is established. The objects are not limited or restricted (except where otherwise expressed) by reference to or inference from any other provision of this Constitution but may be carried out in as full a manner and construed in as wide a sense as if each object were separate and distinct object of the Company.
- (c) Nothing in this clause 6 limits the powers of the Company.

7. Exercise of Powers

7.1 Subject to clause 9 in furtherance of the objects and functions of the Company, the Company may do all things that a natural person may do under Clause 6 including the power to do such things as are incidental or conducive to the attainment of the Company objectives, including, without limitation, the power to:

- (a) Enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects and to obtain from any such Government or authority, any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (b) Invest and deal with the money of the Company not immediately required in such manner as the Board Directors may determine from time to time.
- (c) In furtherance of the objects of the Company, to amalgamate or affiliate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company.

7.2 The Company can only exercise the powers in section 124(1) of the Act to:

- (a) carry out the objects and functions of the Company set out in Clause 6; and

- (b) do all things incidental or convenient in relation to the exercise of power under Clause 7.
- 7.3 The income and property of the Company will only be applied towards the promotion of the objects and functions of the Company set out in Clauses 6 and 7.1.
- 7.4 No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company
- 7.5 The Company will determine from time to time, in such manner as the Board may direct, the following:
- (a) the annual Membership subscription fees and the way in which they are calculated pursuant to clause 9.4;
 - (b) the period of time over which a Grain Producer must have paid Levies to be eligible to be entered on the register as a Member pursuant to clause 9.2;
 - (c) the values to be attributed to x, y and z in clause 9.6(b)(vi);
 - (d) any issue relating to the location of a Member to determine that Member's entitlement to attend a regional General Meeting;
 - (e) which sources of information the Company may use to establish the voting entitlements of Members pursuant to clause 9.6(b)(iv);
 - (f) recommendations to the Grain and Research Development Corporation and the Australian Government in relation to Levies or any other matter prescribed under the Primary Industries and Energy Research and Development Act 1989, or its regulations, or any other function required of the Company pursuant to the Levy Acts.

8. Policy Decisions

- (a) The Company will develop policies in relation to the objects set out in clause 6 of this Constitution.
- (b) The Company will develop and publish a Policy Development Framework which will be used to formulate Policy.
- (c) The Board will promote and give effect to policies developed in accordance with the Policy Development Framework pursuant to compliance with the Corporations Act 2001 and this Constitution.

9. Members – Qualifications, Admission, Subscriptions and Voting Procedure

9.1 There are two classes of Members of the Company:

- (a) Members, who must be Grain Producers; and
- (b) Business Members, who must be formally constituted Grains Representative Organisations.

9.2. A person is eligible to be entered on the register of Members as a Grain Producer if:

- (a) the person has paid Levies during such period of time as determined by the Board pursuant to clause 7.5 but if no determination has been made then has paid Levies during the calendar year in which the person applies for Membership.
- (b) the person agrees to be bound by the Constitution of the Company; and
- (c) the person pays an application fee as prescribed by the Board

9.3

- (a) A person may be admitted to be a Member of the Company as a Grain Producer by:
- (i) submitting an Application Form to the Company; or
 - (ii) The Board may from time to time admit eligible members from other organisations (with similar Objects). The Board may take any actions that are reasonable to facilitate this
- (b) The Board may determine what constitutes an application form.
- (c) Where persons applying to be a Member comprise a partnership, an Application Form may be signed by one or more of those partners on behalf of the other partner/s. Where an Application Form is signed by a body corporate, it may be signed by an executive officer of the body corporate.
- (d) On application for Membership as a Grain Producer, a person may be asked to provide information relating to the transactions and activities in which it engaged during the financial year preceding its application for Membership.
- (e) The Board may after considering the application:
- (i) if they are satisfied that the person is eligible to be a Member of the Company - admit the person as a Member of the Company; or
 - (ii) otherwise - decline to admit the person as a Member of the Company.
- (f) The Company must give the person written notice of the Board's decision on the application.
- (g) The Company must enter in the register of Members, in addition to the information requested by Chapter 2C of the Corporations Law, the total number of votes that the Member or Business Member is entitled to cast on a poll called at a General Meeting.
- (h) A formally constituted Grains Representative Organisation may elect to become a member of the Company as a Business Member by notice in writing to the Chairperson of the Board.
- (g) By electing to become a Business Member of the Company, the Grains Representative Organisation agrees:
- (i) to be bound by the Constitution of the Company;
 - (ii) on electing to become a Business Member, and annually by a date determined by the Board (being the return date referred to in clause 9.6), to advise the Company of the number of its members who are eligible to be Members of the Company as Grain Producers ("represented grain growers") and to certify that the number is correct, or a reasonable estimate of the number, and the to state the basis on which the number was ascertained;
 - (iii) that, if the Organisation does not or cannot count or calculate the number of represented grain producers:
 - A. the Board may make a determination, or if there is a difficulty, an estimation of the number of represented grain producers who are taken to be members of the Organisation for the purposes of this clause
 - B. the Organisation irrevocably agrees to be bound by that determination ; and
 - C. the Business Member has no right to challenge or dispute a determination, estimate or adjustment made by the Company under this clause;
 - (iv) to pay an annual subscription fee calculated by multiplying the number of represented grain producers by the amount determined by the Board for that purpose.

9.4

- (a) All Members must pay to the Company any prescribed annual subscription fee. The amount of such

annual subscription fee shall be determined by the Board each year.

(b) All subscriptions will be due and payable on the date determined by the Board.

9.5 A Member of the Company has the following rights:

(a) the right to receive notices of General Meetings and all other documents sent to Members in respect of General Meetings;

(b) the right to attend and to speak at General Meetings;

(c) the right to vote on all other matters arising under the Corporations Act 2001 or under this Constitution at a General Meeting.

9.6

(a) At a General Meeting a resolution put to the vote of the meeting is to be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairperson or (other than on the election of the chairperson of a meeting or the adjournment of a meeting) by not less than three Members having the right to vote at the meeting. On a poll each Member of the Company is entitled to the number of votes referred to in clause 9.6(b) but will not be entitled to split their votes.

(b) Subject to clause 9.6(b)(iii) and 9.6(b)(iv) a Member's votes are to be based on the amount of Fees paid by the Member calculated as follows:

(i) the Board must fix a Return Date for each calendar year beginning with the calendar year ending on 31st December 2010;

(ii) the Return Date must not be earlier than 8 weeks after the end of the calendar year

(iii) each Member may notify the Company, not later than the Return Date for each financial year, of the information requested by the Company relating to the transaction and activities in which the Member engaged and the Fees which the Member paid during the financial year;

(iv) the Company may alternatively obtain the information through other sources with the consent of the Member including registrations that already exist in the industry such as the National Grower Register;

(v) the Company must determine or, if there is a difficulty, estimate, in relation to each Member, and based on the information received under clause 9.6(b)(iii) or 9.6(b)(iv), the amount of Fees which the Member paid during the calendar year;

(vi) the amount of Fees paid by a Member during a calendar year, as determined or estimated by the Company, is to determine the voting rights of the Member in the period from the Return Date for the calendar year until the Return Date for the following calendar year, in accordance with the following scale:

Fees Paid Votes

\$Nil to \$x One vote for each \$z paid, rounded to the nearest whole number greater than zero

\$x + 1 to \$y x/z votes plus 0.75 votes for each \$z paid in excess of \$x, rounded to the nearest whole number

\$y + 1 or more $x/z + \{(y-x) \times 0.015\}$ votes plus 0.5 votes for each \$z paid in excess of \$y, rounded to the nearest whole number

(vii) a Member has no right to challenge or dispute a determination, estimate or adjustment made by the Company under this clause.

9.7

(a) A Member or Business Member must give the Company notice of any change in the Member's name or address within 60 days of the change occurring.

(b) A Member or Business Member must give the Company notice if it has ceased to be eligible to be a Member within 60 days of it ceasing to be eligible.

9.8

(a) The Company may, by notice given to a Member, require the Member to provide to the Company within 14 days of the date on which the notice is given, evidence in writing of the information relevant to establishing:

(i) that the Member continues to be eligible to be a Grain Producer; and

(ii) where the Member has provided information to the Company under clause 9.6(b)

(iii) or 9.3(c), the information requested by the Company under those clauses for the financial year preceding the date on which the notice is given.

(b) The Company may require that information referred to in clause 9.8(a) be verified by statutory declaration made by the Member or an officer of the Member or by a certificate given by an independent person approved by the Company.

(c) If:

(i) a Member fails to provide the Company with the information required under clause 9.8(a) within the period specified in the notice; or

(ii) the Board, after considering the information provided by a Member under clause 9.8(a), is satisfied that the Member has ceased to be eligible to be a Grain Producer,

(iii) the Member will cease to be a Member of the Company and the Company must give the person notice that it has ceased to be a Member with effect from the date of the notice.

(d) If the Board, after considering the information provided by a Member under clause 9.8(a), is satisfied that the amount of Company Levies that the Member paid during the financial year preceding the date on which notice was given under clause 9.8(a) differs from the amount, if any, previously determined or estimated by the Company, then the Company must alter the register of Members by entering in the register the total number of votes that the Board is satisfied the Member is entitled to cast at a General Meeting

9.9 Limit on Votes in a Poll

(a) Despite Clause 9.6 of this Constitution, a Member or Business Member's entitlement, including any proxies held by the Member, to the number of votes in a poll must not exceed 20% of the votes counted on the poll.

(b) The limit is to be calculated as follows for any member, whether the Member is a Grain Producer or a Business Member:

- IF a Member's entitlement to vote on a poll and any proxies held by the Member is greater than 20% of all the votes counted on the poll, THEN the Member's adjusted entitlement is 20% of all the votes counted on the poll, rounded down to the next lower whole number.
- If a Member or Business Member's entitlement to a vote on a poll and any proxies held by the Member or Business Member is equal to or less than 20% of all the votes the voting entitlement is equal to the Member's entitlement.

- The poll is decided on the basis of the total of the adjusted entitlements for or against the question put to the poll.

EXAMPLE:

If there are 5 members present or voting by direct vote or proxy, and the entitlements total 1000 votes, no one Member's adjusted entitlement may exceed 200 votes.

Member	Entitlement and Proxies	Adjusted Entitlement
A	100	100
B	401	200
C	250	200
D	150	150
E	99	99
TOTAL	1000	750
20%	200	--
Votes needed to win a poll	501	375

10. Expulsion of a Member

- (a) The Board may expel, and remove from the register of Members, any person:
 - (i) whom the Board is satisfied has ceased to be eligible to be a Member or
 - (ii) who is uncontactable as specified in clause 10(b).
- (b) A person is uncontactable if, the Board is satisfied that, for the last 3 consecutive financial years prior to the decision to expel and remove the person, all notices from the Company to the person given in accordance with clause 21 have not been received by the person.

11. Cessation of Membership

A person ceases to be a Member:

- (a) if the Member ceases to be a Member under clause 9.7(c) and clause 10;
- (b) if the Member resigns from Membership by notice in writing to the Company;
- (c) if (being a natural person) the Member dies or the Member becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
- (d) if the Member becomes bankrupt or insolvent or is wound up or makes any arrangement or compromise with its creditors; or
- (e) in any other circumstances prescribed in the terms of Membership applicable to the Member or in any undertaking given by the Member upon its admission to Membership.

12. Membership not Transferable

Unless otherwise provided by the terms of Membership, Membership of the Company is personal to a Member and is not transferable.

13. Equitable and Other Claims

Except as otherwise required by law or provided by these articles, the Company is not:

- (a) compelled in any way to recognise a person as holding a Membership upon any trust, even if the Company has notice of that trust; or
- (b) compelled in any way to recognise, or be bound by, any equitable, contingent, future or partial claim to or interest in a Membership on the part of any other person, except an absolute right of ownership in the registered Member, even if the Company has notice of that claim or interest.

14. General Meetings

14.1 Convening of General Meetings

- (a) Any 2 Directors may, whenever they think fit, convene a General Meeting.
- (b) A General Meeting may be convened only as provided by this clause 14.1 or as provided by Division 2, Part 2G.2 of the Corporations Law.
- (c) The Directors may postpone, cancel or change the venue for a General Meeting, but a General Meeting convened under Division 2, Part 2G.2 of the Corporations Law may not be postponed beyond the date by which Division 2, Part 2G.2 of the Corporations Law requires it to be held and may not be cancelled without the consent of the requisitioning Member or Members.

14.2 Notice of General Meetings

- (a) Advance notice of a General Meeting must be given by causing a notice of the meeting to be sent to all Members not less than 21 days before the day on which the meeting is to be held. The Company may also:
 - (i) cause the advance notice to be published in any newspaper the Company thinks appropriate; and
 - (ii) cause particulars of the meeting to be made public in any other way and at any time the Company thinks appropriate.
- (b) Advance notice of a General Meeting must:
 - (i) specify the day, time and place of the meeting;
 - (ii) state the general nature of the business to be transacted at the meeting;
 - (iii) state that the Company's register of Members will close for the purpose of the meeting and specify the date of closure; and
 - (iv) state that any person who is a Grain Producer, who is eligible to be but who is not a Member of the Company, may apply to be a Member of the Company before the register is closed for the purpose of the meeting.
- (c) Subject to this Constitution, 21 days' notice of a General Meeting must be given in the manner authorised by clause 22 to each person who is at the date of the notice:
 - (i) a Member;
 - (ii) a director;
 - (iii) an auditor of the Company; or

- (iv) A member of the Grains Policy Council who is not otherwise a member or director.
- (d) A notice of a General Meeting must:
 - (i) specify the place, date and time for the meeting;
 - (ii) except as provided in clause 14.2(f), state the general nature of the meeting's business;
 - (iii) set out the terms of any special resolution to be passed at the meeting; and
 - (iv) set out the information required by the Corporations Law regarding the appointment of proxies.
- (e) A notice of General Meeting:
 - (i) called to remove a Director of the Company; or
 - (ii) called on the requisition of Members under Division 4, Part 2G.2 of the Corporations Law; must set out the terms of any resolutions proposed to be put to the vote of the meeting and the terms of the resolution may not be altered or modified at the meeting.
- (f) It is not necessary for a notice of an annual General Meeting to state that the business to be transacted at the meeting includes the consideration of accounts and the reports of the Directors and auditor, the appointment and fixing of the remuneration of the auditor of the Company, or any other business which under the Corporations Law ought to be transacted at the annual General Meeting.
- (g) A person may waive notice of any general meeting by notice in writing to the Company.
- (h) The non-receipt of notice of a General Meeting or proxy form by, or a failure to give notice of a General Meeting, or a proxy form to any person entitled to receive notice of a General Meeting under this clause 14.2, does not invalidate any act, matter or thing done or resolution passed at the General Meeting if:
 - (i) the non-receipt or failure occurred by accident or error; or
 - (ii) before or after the meeting, the person:
 - (A) has waived or waives notice of the meeting under clause 14.2(g); or
 - (B) has notified or notifies the Company of the person's agreement to that act, matter, thing or resolution by notice in writing to the Company.
- (i) A person's attendance at a General Meeting:
 - (i) waives any objection the person may have to a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
 - (ii) waives any objection the person may have to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting or in clause 14.2(f), unless the person objects to considering the matter when it is presented.

14.3 Admission to General Meetings

The chairperson of a General Meeting may refuse admission to, or require any person to leave and remain out of the meeting, if that person:

- (a) is in possession of a pictorial-recording or sound-recording device;
- (b) is in possession of a placard or banner;

- (c) is in possession of an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;
- (d) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (e) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) who is not:
 - (i) a Member or a proxy, attorney or representative of a Member;
 - (ii) a director;
 - (iii) an auditor of the company; or
 - (iv) a representative of a member of the Grains Policy Council.

14.4 Quorum at General Meetings

- (a) No business may be transacted at any General Meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of Members is present when the meeting proceeds to business.
- (b) A quorum is constituted as provided by section 249T of the Corporations Law.
- (c) If a quorum is not present within 30 minutes after the time appointed for a General Meeting:
 - (i) where the meeting was convened upon the requisition of Members, the meeting must be dissolved; or
 - (ii) in any other case:
 - (A) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 - (B) if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

14.5 Chairperson of General Meetings

- (a) The chairperson of Directors must (if present within 15 minutes after the time appointed for the meeting and willing to act) preside as chairperson at each General Meeting.
- (b) If at a General Meeting:
 - (i) there is no chairperson of Directors;
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the meeting; or
 - (iii) the chairperson of Directors is present within that time but is not willing to act as chairperson of the meeting, the Members present must elect as chairperson of the meeting another Director who is present and willing to act. If no other Director willing to act is present at the meeting the meeting must be dissolved, unless the meeting was convened under Division 2, Part 2G.2 of the Corporations Law in which case the Members present may elect as chairperson of the meeting one of the Members present who is willing to act.

14.6 Conduct of General Meetings

- (a) The chairperson of a General Meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting and may require the adoption of any procedures which are in his or her opinion necessary or desirable for:
 - (i) proper and orderly debate or discussion, including limiting the time that a person present may speak on any business, question, motion or resolution being considered by the meeting; and
 - (ii) the proper and orderly casting or recording of votes at the General Meeting, whether on a show of hands or on a poll, including the appointment of scrutineers.
- (b) The chairperson of a general meeting may at any time he or she considers it necessary or desirable for the proper and orderly conduct of the meeting:
 - (i) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members present; or
 - (ii) allow debate or discussion on any business, question, motion or resolution being considered by the meeting to continue.
- (c) The chairperson of a General Meeting may:
 - (i) refuse to allow debate or discussion on any business, question, motion or resolution which is not within the business referred to in the notice of meeting or clause 14.2(f); and
 - (ii) refuse to allow any amendment to be moved to a resolution of which notice has been given under clause 14.2(e).
- (d) A decision by the chairperson under clause 14.6(a), (b) or (c) is final.
- (e) The chairperson of a General Meeting may at any time during the course of the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting.
- (f) If the chairperson exercises his or her right under clause 14.6(e), it is in the chairperson's sole discretion whether to seek the approval of the Members present to the adjournment.
- (g) The chairperson's rights under clause 14.6(e) are exclusive and, unless otherwise required by the chairperson, no vote may be taken or demanded by the Members present in respect of any adjournment.
- (h) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (i) It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (j) Where a meeting is adjourned, the Directors may postpone, cancel or change the venue of the adjourned meeting.

14.7 Decisions at General Meetings

- (a) Subject to clause 14.7(b), except in the case of any resolution which as a matter of law requires a special majority, questions arising at a General Meeting are to be decided by a majority of votes cast by the Members present at the meeting and any such decision is for all purposes a decision of the Members.

- (b) In the case of an equality of votes upon any proposed resolution, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or the poll is demanded, in addition to his or her deliberative vote (if any), has a casting vote.
- (c) A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is demanded before or immediately after the declaration of the result of the show of hands:
 - (i) by the chairperson of the meeting;
 - (ii) by at least 3 Members having the right to vote at the meeting; or
 - (iii) by a Member or Members who together are entitled to at least 5% of the total voting rights of all the Members having the right to vote at the meeting.
- (d) A demand for a poll does not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll has been demanded.
- (e) Unless a poll is duly demanded, a declaration by the chairperson of a General Meeting that a resolution has on a show of hands been carried or carried unanimously, or carried 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.
- (f) If a poll is duly demanded at a General Meeting, it is to be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs, and the result of the poll is to be the resolution of the meeting at which the poll was demanded.
- (g) A poll demanded at a General Meeting on the election of a chairperson of the meeting or on a question of adjournment must be taken immediately.
- (h) The demand for a poll may be withdrawn.

14.8 Voting rights

- (a) Subject to this Constitution (including clause 14.7(c)), at a General Meeting if a vote is to be decided on a show of hands, every Member present has one vote.
- (b) Subject to this Constitution, at a General Meeting if a vote is to be decided on a poll, every Member present has the total number of votes entered against its name in the register of Members.
- (c) A proxy, attorney or representative is entitled to a separate vote for each Member the person represents, in addition to any vote the person may have as a Member in his or her own right.
- (d) An objection to the qualification of a person to vote at a General Meeting:
 - (i) must be raised before or at the meeting at which the vote objected to is given or tendered; and
 - (ii) must be referred to the chairperson of the meeting, whose decision is final.
- (e) A vote not disallowed by the chairperson of a meeting under clause 14.8(d) is valid for all purposes.

14.9 Representation at General Meetings

- (a) Subject to these articles, each Member entitled to vote at a meeting of Members may vote:
 - (i) in person or:
 - (A) where a Member is a body corporate, by its representative;
 - (B) where a Member is a partnership, by one only of the partners;
 - (C) where a Member is the trustee of a trust estate, by the trustee, or, if there is more than one trustee, by one only of the trustees;
 - (ii) by proxy; or
 - (iii) by attorney.
- (b) A proxy, attorney or representative may, but need not, be a Member of the company.
- (c) A proxy, attorney or representative may be appointed for a maximum of twelve months, or for a particular General Meeting. A proxy, attorney or representative will not be accepted if they are standing proxies, attorneys or representatives or they are appointed for more than twelve months.
- (d) Unless otherwise provided in the instrument or terms of appointment, an instrument appointing a proxy or attorney, and the terms of appointment of a representative, will be taken to confer authority:
 - (i) to agree to a meeting being convened by shorter notice than is required by the Corporations Law or by these articles;
 - (ii) to agree to a resolution being proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given;
 - (iii) to speak to any proposed resolution on which the proxy, attorney or representative may vote;
 - (iv) to demand or join in demanding a poll on any resolution on which the proxy, attorney or representative may vote;
 - (v) even though the instrument or terms may refer to specific resolutions and may direct the proxy, attorney or representative how to vote on those resolutions:
 - (A) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (B) to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting; and
 - (C) to act generally at the meeting; and
 - (vi) even though the instrument or terms may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.
- (e) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- (f) Subject to clause 14.9(h), an instrument appointing a proxy or attorney need not be in any particular form provided it is in writing, legally valid and:

- (i) in the case of a natural person, signed by the appointer;
 - (ii) in the case of a body corporate, signed in accordance with section 127 of the Corporations Law or by a duly authorised officer of the appointer; or
 - (iii) in either case, signed by the appointer's attorney; or
 - (iv) in the case of an appointment notified electronically, authenticated in a manner approved by the Directors.
- (g) Subject to clause 14.9(h), a proxy or attorney may not vote at a General Meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are deposited at the registered office of the Company or at such other place specified for that purpose in the notice convening the meeting 48 hours before the time for holding the meeting or adjourned meeting (as the case may be);
- (h) The Directors may waive all or any of the requirements of articles 14.9(f) and (g) and in particular may, upon the production of such other evidence as the Directors require to prove the validity of the appointment of a proxy or attorney, accept:
- (i) an appointment of a proxy or attorney which is not signed or executed in the manner required by article 14.9(f); and
 - (ii) the deposit, tabling or production of a copy (including a copy sent by facsimile transmission) of an instrument appointing a proxy or attorney or of the power of attorney or other authority under which the instrument is signed.
- (i) A vote given in accordance with the terms of an instrument appointing a proxy or attorney is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of the revocation has been received by the Company by the time and at one of the places at which the instrument appointing the proxy or attorney is required to be deposited, tabled or produced under clause 14.9(g).
- (j) The appointment of a proxy or attorney is not revoked by the appointer attending and taking part in the General Meeting but, if the appointer votes on any resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointer's proxy or attorney on the resolution.
- (k) For the purpose of this clause 14.9 General Meetings shall include a regional General Meeting.

14.10 Direct Voting

- (a) The Directors may, subject to law, determine that, at any general meeting, Members who are entitled to attend and vote at that meeting are entitled to vote by providing a valid notice of their voting intention (a **Direct Vote**). The Directors may approve rules and procedures not inconsistent with the Constitution dealing with Direct Voting.
- (b) A Member is entitled to cast a Direct Vote prior to the relevant general meeting on any or all proposed resolutions of which notice has been given. Every Member who is entitled to attend that general meeting is entitled to cast a Direct Vote.
- (c) Direct voting form
 - (i) A Member who wishes to cast a Direct Vote prior to the relevant general meeting must complete the voting form for the Direct Vote (Direct Voting Form) in person, or as article 14.10(c)(ii) provides.

- (ii) The Direct Voting Form may also be completed by a duly authorised attorney under a power of attorney which confers a power on the attorney to exercise the right of the Member to cast a Direct Vote.
- (d) Where the Directors determine that a General Meeting is one at which Direct Voting will be recognised, all Members must be given at least 21 days' notice of the meeting. Notice that Direct Voting is an option must be given in the manner authorised by clause 22 to each person entitled to receive a notice of the meeting.
- (e) The notice of meeting sent to all Members eligible to vote must give particulars of the business in relation to which the meeting is being conducted, an explanation of the method of voting and notice of the closing date of the meeting, and a Direct Voting Form (all in a form and with such content as the Directors may approve).
- (f) The non-receipt of a Direct Voting Form by, or the accidental omission to give a Direct Voting Form to, a person entitled to vote shall not invalidate the results of the meeting.
- (g) A Direct Vote may be received:
 - (i) by personal delivery or by post at the company's registered office;
 - (ii) at a fax number at the company's registered office;
 - (iii) at a place, fax number or electronic address specified for the purpose in the notice of meeting.
- (h) A Direct Voting Form is only valid if:
 - (i) it is duly completed;
 - (ii) it is signed or executed in accordance with article 14.20(c);
 - (iii) it includes the Member's current membership number; and
 - (iv) the Direct Voting Form and a certified copy of the power of attorney under which the Direct Voting Form is signed, is or are received at the place specified in the notice of meeting at least 48 hours before the commencement of the meeting at which the results of the relevant resolutions are to be announced.
- (i) The Chairman's decision as to whether a Direct Vote is valid is conclusive.
- (j) If a Member casts a Direct Vote on a particular resolution they are taken to have revoked the authority of a previously authorised proxy (including a Standing Proxy) to vote on their behalf on that resolution.
- (k) If a Direct Vote and an appointment of proxy by a Member are both received at the same time, the Direct Vote is deemed to revoke the appointment of the proxy for the purpose of voting on the resolution or resolutions in respect to which the Direct Vote is cast.
- (l) If more than one Direct Vote by a member on a particular resolution is received by the Company the Direct Vote last received by the Company overrides the Direct Vote earlier received.
- (m) A Direct Vote by a Member overrides a vote by a proxy of the same member irrespective of when the proxy vote is received.
- (n) A Member who has cast a Direct Vote is entitled to attend the meeting. A vote at the meeting by a Member who attends the meeting in person cancels a Direct Vote of the Member. Otherwise, once a Direct Vote of a Member has been received by the Company, it may be revoked only by notice from the Member expressly revoking it which is received by the Company before the commencement of the meeting in respect of which it has been cast.

- (o) A vote cast in accordance with a Direct Vote is valid even if before the vote was received by the company:
 - (i) died;
 - (ii) became of unsound mind; or
 - (iii) wishes to change their vote, unless written notification of the relevant event is received by the company at its registered office or a specific address for receipt of Direct Votes as referred to in article 14.10(g)(3) before the meeting, adjourned meeting or the taking of the poll in respect of which the Direct Vote was to have been cast.
- (p) If a vote is taken at a meeting on a resolution on which a Direct Vote was cast, the Chairman of the meeting must:
 - (i) on a vote by a show of hands, exclude each Member who has submitted a Direct Vote for or against the resolution in accordance with their Direct Vote; and
 - (ii) on a poll, count the total number of votes of each Member entered against the Member's name in the register of Members who has submitted a Direct Vote directly for or against the resolution.
- (q) The Chairman of a meeting:
 - (i) should call for a poll on a resolution where he or she believes that, having regard to the Direct Votes cast or directed proxies received, the result may differ from that obtained on a show of hands; and
 - (ii) must ensure that a certificate signed by the returning officer with respect to the Direct Votes received is available at the meeting ahead of any vote being taken.

15. Directors

15.1 Retirement and election of Directors

- (a) The number of Directors must be the number, being not less than six ("minimum number") and not more than nine ("maximum number"), which the Board may determine.
- (b) All Directors are to be natural persons.
- (c) The Board may at any time appoint any person as a Director to fill a vacancy but so that the number of Directors does not exceed the maximum number determined under clause 15.1(a). Any Director appointed under this clause may hold office only until the next annual General Meeting of the Company. Subject to clause 15.1(p) that Director is then eligible to be appointed to the Board at the annual General Meeting if the Board so determines.
- (d) The following Directors shall be appointed at the annual general meeting of the Company:
 - (i) Two Directors elected by the Northern Region Members;
 - (ii) Two Directors elected by the Southern Region Members ; and
 - (iii) Two Directors elected by the Western Region Members..
- (e) The Directors referred to in 15.1(d) shall be elected
 - (i) in the manner prescribed by the Board by resolution; or
 - (ii) if no manner is prescribed, at a regional General Meeting which shall take place as close as practicable, but not less than 2 weeks and not more than 6 months prior, to the annual General Meeting of the Company.
- (f) The election of a person to be director in accordance with clause 15.1(d), whether at a

Regional General Meeting or otherwise in accordance with the Board's prescribed method, is:

- (i) a nomination of the person to the annual general meeting of the company; and
 - (ii) subject to appointment as Director at the annual general meeting
- (g) The term of the Directors elected pursuant to clause 15.1(d) commences when the annual General Meeting of the Company appoints those Directors.
- (h) The Directors appointed pursuant to in clause 15.1(d) shall appoint up to three further Directors to act as independent Directors from persons nominated by the Selection Committee.
- (i) The independent Directors shall be appointed for a term nominated by the Board but not exceeding 2 years.
- (j) At each annual General Meeting of the Company one Director from each Region shall retire from office as a Director.
- (k) The Directors who retire at an annual General Meeting in accordance with clause 15.1(j) are those who have been longest in office since their last election but, as between persons who were last elected as Directors on the same day, those to retire must be determined by agreement among themselves or, any absence of agreement, by lot.
- (l) A Director retiring from office under clause 15.1(j) may stand for re-election in accordance with clause 15.1(d) and (e), and if a Director is re-elected, that Director is taken to have remained continuously in office as a Director.
- (m) The retirement of a Director from office under clause 15.1(j) will take effect at the time directors are appointed by the annual general meeting under paragraph (g).
- (n) Clause 15.1 does not apply to the person appointed to the office of the Chief Executive Officer
- (o) (1) The office of a Director is terminated:
- (i) on the Board resolving, provided that the Board may only so resolve where the Director is absent from meetings of the Board during a period of three consecutive calendar months without leave of absence from the Board and the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be granted;
 - (ii) on the Director resigning office by notice in writing to the Company;
 - (iii) on the Director dying;
 - (iv) on the Director being removed from office under the Law; or
 - (v) on the Director being prohibited from being a Director by reason of the operation of the Law.

A Director whose office is terminated under clause 15.1(o) (1) is not to be taken into account in determining the number of Directors who are to retire by rotation at any annual General Meeting.

- (2) A person may be re-elected or elected to the office of Director under clause 15.1(d) and (e) only if he or she satisfies the conditions in both clause 15.1(p)(i) and clause 15.1(p)(ii):
- (i)
 - (A) where the person is a Member, he or she has, before the date fixed by the Selection Committee under clause 16.4(a), served on the Company a

notice signed by him or her signifying his or her desire to be a candidate for election and has been nominated in writing by either 50 Members of the region for which the regional general meeting may be held, or 10% of the Membership of the region for which the regional General Meeting may be held, whichever is the less; or

- (B) where the person is not a Member, and has been nominated in writing by either 50 Members of the region or 10% of the Membership of the region whichever is the less, has, before the date fixed by the Selection Committee under clause 16.4(a), served on the Company a notice signed by each of the Members and signifying the Members' intention to nominate the person for election which is accompanied by a notice signed by the person signifying his or her consent to the nomination;
 - (C) the person has, before the date fixed by the Selection Committee under clause 16.4(a), been nominated by the Directors for election;
 - (D) the person is a Director retiring from office under clause 15.1(i) or 15.1(j) and has, before the date fixed by the Selection Committee under clause 16.4(a), served on the Company a notice signed by him or her signifying his or her intention to stand for re-election;
- (ii) the person has, before the election takes place, been endorsed for re-election or election to the office of Director by the Selection Committee.
- (p) A person may be re-elected or elected to the office of Director at the regional General Meeting only if he or she satisfies the conditions in both clause 15.1(p)(i) and clause 15.1(p)(ii):
- (i)
 - (A) where the person is a Member, he or she has, before the date fixed by the Selection Committee under clause 16.4(a), served on the Company a notice signed by him or her signifying his or her desire to be a candidate for election at that regional General Meeting and has been nominated in writing by either 50 Members of the region for which the regional general meeting is to be held, or 10% of the Membership of the region for which the regional General Meeting is to be held, whichever is the less; or
 - (B) where the person is not a Member, and has been nominated in writing by either 50 Members of the region for which the regional General Meeting is to be held, or 10% of the Membership of the region for which the regional General Meeting is to be held whichever is the less, has, before the date fixed by the Selection Committee under clause 16.4(a), served on the Company a notice signed by each of the Members and signifying the Members' intention to nominate the person for election which is accompanied by a notice signed by the person signifying his or her consent to the nomination;
 - (C) the person has, before the date fixed by the Selection Committee under clause 16.4(a), been nominated by the Directors for election at that regional General Meeting;
 - (D) the person is a Director retiring from office under clause 15.1(i) or 15.1(j) and has, before the date fixed by the Selection Committee under clause 16.4(a), served on the Company a notice signed by him or her signifying his or her intention to stand for re-election at that regional General Meeting;
 - (ii) the person has, before that regional General Meeting, been endorsed for re-election or election to the office of Director by the Selection Committee.
- (q) An annual General Meeting may appoint a person as a Director for paragraph (d) despite

any failure, error or defect in a selection or nomination process.

15.2 Vacation of office

The office of a Director becomes vacant:

- (a) in the circumstances prescribed by the Corporations Law;
- (b) if the Director becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health; or
- (c) if the Director resigns by notice in writing to the company.

15.3 Remuneration of Directors

- (a) Each Director is entitled to such remuneration out of the funds of the Company as the Directors determine, but if the Company in General Meeting has fixed a limit on the amount of remuneration payable to the Directors, the aggregate remuneration of the Directors under this clause 15.3(a) must not exceed that limit.
- (b) The remuneration of a director:
 - (i) may be a stated salary or a fixed sum for attendance at each meeting of Directors or both; or
 - (ii) may be a share of a fixed sum determined by the Company in General Meeting to be the remuneration payable to all Directors, which is to be divided between the Directors in the proportions agreed between them or, failing agreement, equally, and if it is a stated salary under clause 15.3(b)(1) or a share of a fixed sum under clause 15.3(b)(2), will be taken to accrue from day to day.
- (c) In addition to his or her remuneration under clause 15.3(b), a Director is entitled to be paid all traveling and other expenses properly incurred by the Director in connection with the affairs of the company, including attending and returning from General Meetings of the Company or meetings of the Directors or of committees of the Directors.
- (d) If a Director renders or is called upon to perform extra services or to make any special exertions in connection with the affairs of the company, the Directors may arrange for a special remuneration to be paid to that director, either in addition to or in substitution for that director's remuneration under clause 15.3(b).
- (e) Nothing in clause 15.3(b) restricts the remuneration to which a Director may be entitled as an officer of the Company or of a related body corporate in a capacity other than director, which may be either in addition to or in substitution for the director's remuneration under clause 15.3(b).

15.4 Membership qualification

- (a) A Director is not required to be a Member of the Company to qualify for appointment.
- (b) A Director who is not a Member of the Company is nevertheless entitled to attend and speak at General Meetings.

15.5 Interested Directors

- (a) A Director must not hold any other office in the Company in conjunction with his or her Directorship.
- (b) Subject to the approval the Board, a Director of the Company may be or become a Director, or other officer of, or otherwise have an interest in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be

interested as a shareholder, or otherwise, and is not accountable to the Company for any remuneration or other benefits received by the Director as a Director or officer of, or from having an interest in, that body corporate.

- (c) The Directors may exercise the voting rights conferred by shares in any body corporate held or owned by the Company in such manner in all respects as the Directors think fit (including voting in favour of any resolution appointing a Director as a Director or other officer of that body corporate or voting for the payment of remuneration to the Directors or other officers of that body corporate) and a Director may, if permitted by law, vote in favour of the exercise of those voting rights notwithstanding that he or she is, or may be about to be appointed, a Director or other officer of that other body corporate and, as such, interested in the exercise of those voting rights.
- (d) A Director is not disqualified, merely because of being a Director, from contracting with the Company, either personally or through a related body corporate, in any respect including, without limitation:
 - (i) selling any property to, or purchasing any property from, the company;
 - (ii) lending any money to, or borrowing any money from, the Company with or without interest and with or without security;
 - (iii) guaranteeing the repayment of any money borrowed by the Company for a commission or profit;
 - (iv) underwriting or guaranteeing the subscription for securities in the Company or in any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a shareholder or otherwise, for a commission or profit; or
- (e) No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested is voided or rendered voidable merely because of the Director holding office as a Director or because of the fiduciary obligations arising out of that office.
- (f) No Director contracting with, or being interested in, any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a Director or because of the fiduciary obligations arising out of that office.
- (g) Subject to clause 15.5(h), a Director who is in any way interested in any contract or arrangement or proposed contract or arrangement may, despite that interest, be present at the invitation of the chairperson at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement, but must not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (h) Clause 15.5(g) does not apply if, and to the extent that, it would be contrary to the Corporations Law.
- (i) The Directors may make regulations requiring the disclosure of interests that a Director, and any person deemed by the Directors to be related to or associated with the Director, may have in any matter concerning the Company or a related body corporate and any regulations made under this article will bind all Directors.

15.6 General powers of Directors

- (a) Subject to the Act and this Constitution, the management and control of the business and affairs of the Company shall be vested in the Directors who may exercise all powers of the

Company which are not by the Act or this Constitution, required to be exercised by the Company in a General Meeting.

- (b) Subject to the Act and this Constitution, the Directors may delegate any of the powers of the Company as they think fit.
- (c) No resolution passed by the Company in General Meeting will have the effect of invalidating any prior act of the Directors which would have been valid if the resolution had not been passed.

15.7 Proceedings of Directors

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) The contemporaneous linking together by telephone or other method of audio or audio visual communication of a number of the Directors, sufficient to constitute a quorum, constitutes a meeting of the Directors and all the provisions in these articles relating to meetings of the Directors apply, so far as they can and with such changes as are necessary, to meetings of the Directors by telephone or audio or audio visual communication.
- (c) A Director participating in a meeting by telephone or audio or audio visual communication is to be taken to be present in person at the meeting.
- (d) A meeting by telephone or audio or audio visual communication is to be taken to be held at the place determined by the chairperson of the meeting provided that at least one of the Directors involved was at that place for the duration of the meeting.

15.8 Convening of meetings of Directors

- (a) A Director may, whenever the Director thinks fit, convene a meeting of the Directors.
- (b) A secretary must, on the requisition of a director, convene a meeting of the Directors.

15.9 Notice of meetings of Directors

- (a) Subject to these articles, notice of a meeting of Directors must be given to each person who is at the time of giving the notice a director, other than a Director on leave of absence approved by the Directors.
- (b) A notice of a meeting of Directors:
 - (i) must specify the time and place of the meeting;
 - (ii) need not state the nature of the business to be transacted at the meeting;
 - (iii) may be given immediately before the meeting; and
 - (iv) may be given in person or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- (c) A Director may waive notice of any meeting of Directors by notifying the Company to that effect in person or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- (d) The non-receipt of notice of a meeting of Directors by, or a failure to give notice of a meeting of Directors to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error; or
 - (ii) before or after the meeting, the director:

- (A) has waived or waives notice of that meeting under clause 15.9(c); or
 - (B) has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- (e) Attendance by a person at a meeting of Directors waives any objection that the person may have to a failure to give notice of the meeting.

15.10 Quorum at meetings of Directors

- (a) No business may be transacted at a meeting of Directors unless a quorum of Directors is present at the time the business is dealt with.
- (b) A quorum consists of the number of Directors present at the meeting of Directors which equals 50% of the number of Directors in office plus one if the number of Directors in office is an even number and 50% of the number of Directors in office rounded up to the next whole number if the number of Directors in office is an uneven number.
- (c) If there is a vacancy in the office of a Director then, subject to clause 15.10(d), the remaining Director or Directors may act.
- (d) If the number of Directors in office at any time is less than the minimum number of Directors fixed under this Constitution, the remaining Director or Directors must act as soon as possible:
 - (i) to increase the number of Directors to satisfy the minimum number of Directors required under this Constitution; or
 - (ii) to convene a General Meeting of the Company for that purpose, and, until that has happened, must act only if and to the extent that there is an emergency requiring them to act.

15.11 Chairperson of Directors

- (a) The Directors may elect one of the Directors to the office of chairperson of Directors and may determine the period for which that Director is to be chairperson of Directors.
- (b) The office of chairperson of Directors may, if the Directors so resolve, be treated as an extra service or special exertion performed by the Director holding that office for the purposes of clause 15.3(d).
- (c) The chairperson of Directors must (if present within 10 minutes after the time appointed for the holding of the meeting and willing to act) preside as chairperson at each meeting of Directors.
- (d) If at a meeting of Directors:
 - (i) there is no chairperson of Directors;
 - (ii) the chairperson of Directors is not present within 10 minutes after the time appointed for the holding of the meeting; or
 - (iii) the chairperson of Directors is present within that time but is not willing to act as chairperson of the meeting, the Directors present must elect one of themselves to be chairperson of the meeting.

15.12 Decisions of Directors

- (a) A meeting of Directors at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Directors

under this Constitution.

- (b) Questions arising at a meeting of Directors are to be decided by a majority of votes cast by the Directors present and any such decision is for all purposes a determination of the Directors.
- (c) In the case of an equality of votes upon any proposed resolution the chairperson of the meeting will have a second or casting vote.

15.13 Written resolutions

- (a) If:
 - (i) all of the Directors, other than:
 - (A) any Director on leave of absence approved by the Directors;
 - (B) any Director who disqualifies himself or herself from considering the act, matter, thing or resolution in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and
 - (C) any Director who the Directors reasonably believe is not entitled at law to do the act, matter or thing or to vote on the resolution in question; assent to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and
 - (ii) the Directors who assent to the document would have constituted a quorum at a meeting of Directors held to consider that act, matter, thing or resolution: then that act, matter, thing or resolution is to be taken as having been done at or passed by a meeting of the Directors.
- (b) For the purposes of clause 15.13(a):
 - (i) the meeting is to be taken as having been held:
 - (A) if the Directors assented to the document on the same day, on the day on which the document was assented to and at the time at which the document was last assented to by a director; or
 - (B) if the Directors assented to the document on different days, on the day on which, and at the time at which, the document was last assented to by a director;
 - (ii) two or more separate documents in identical terms each of which is assented to by one or more Directors are to be taken as constituting one document; and
 - (iii) a Director may signify assent to a document by signing the document or by notifying the Company of the director's assent in person or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- (c) Where a Director signifies assent to a document otherwise than by signing the document, the Director must by way of confirmation sign the document at the next meeting of the Directors attended by that director, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.
- (d) Where a document is assented to in accordance with clause 15.13(a), the document is to be taken as a minute of a meeting of Directors.

15.14 Committees of the Board

- (a) The Directors may form and delegate any of their powers to a committee consisting of such Directors, Delegates or other appointed persons as they think fit and may from time to

time revoke such delegation.

- (b) A committee must, in exercise of the powers delegated to it, conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised will be taken to be exercised by the Directors.
- (c) The meetings and proceedings of any committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Directors contained in this Constitution.
- (d) A committee appointed by the Directors should make recommendations to the Board for ratification and will not have independent policy determination powers, unless such powers are specifically conferred upon a committee at the direction of the Board.
- (e) A minute of all the proceedings and decisions of every committee must be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Act and this Constitution to be made entered and signed.
- (f) Membership of a committee may, if the Directors so resolve, be treated as an extra service of special exertion performed by the Members for the purposes of clause 15.3(d).

15.15 Delegation to individual Directors

- (a) The Directors may delegate any of their powers to one Director.
- (b) A Director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the Directors.
- (c) Acceptance of such a delegation may, if the Directors so resolve, be treated as an extra service or special exertion performed by the delegate for the purposes of clause 15.3(d).

15.16 Validity of acts

An act done by a person acting as a Director or by a meeting of Directors or a committee of Directors attended by a person acting as a Director is not invalidated by reason only of:

- (a) a defect in the appointment of the person as a Director;
- (b) the person being disqualified to be a Director or having vacated office; or
- (c) the person not being entitled to vote, if that circumstance was not known by the person or the Directors or committee (as the case may be) when the act was done.

16. Selection Committee

16.1 Role of Selection Committee

There is to be a Selection Committee for the purpose of reporting to the Members of the Company in relation to the grower elected Directors appointed to the Board pursuant to clause 15.1(d) and reporting to the Board on the Board appointed Directors pursuant to clause 15.1(h) on the suitability of candidates for re-election or election to the office of Director.

16.2 Constitution of Selection Committee

- (a) The Selection Committee will be appointed by the Board and is to consist of up to three persons nominated by Grains Representative Groups, plus the chairperson of the Board

- (b) The nominated Members of the Selection Committee referred to in clause 16.2(a) are to consist of:
 - (i) up to one Member nominated by Grains Representative Groups relevant to the Northern Region;
 - (ii) up to one Member nominated by Grains Representative Groups relevant to the Southern Region;
 - (iii) up to one Member nominated by Grains Representative Groups relevant to the Western Region.
- (c) A Member of the Selection Committee referred to in clause 16.2(a) holds office from the conclusion of the annual General Meeting of the Company held after his or her appointment until the conclusion of the following annual General Meeting of the Company.
- (d) A person may only be appointed to the Selection Committee under clause 16.2(a) if he or she has completed corporate governance or directorship training in a nationally recognised course
- (e) The maximum term in which a nominated Member may be appointed to the Selection Committee is 3 years.

16.3 Proceedings of Selection Committee

- (a) The Members of the Selection Committee will appoint a person to act as chairperson of the Selection Committee.
- (b) The provisions of this Constitution applying to meetings and resolutions of Directors apply, so far as they can and with such changes as are necessary, to meetings and resolutions of the Selection Committee.

16.4 Endorsement of candidates for election as Directors

- (a) Within one month after each annual General Meeting, the Selection Committee must fix the date by which:
 - (i) the Directors retiring from office under clause 15.1(i) and 15.1(j) at the next annual General Meeting must be determined; and
 - (ii) the persons who are candidates for re-election or election to the office of Director under clause 15.1(d) must serve notice of their intention to stand for re-election or of their candidacy or be nominated under clause 15.1(p).
- (b) The Selection Committee may take any action that it thinks appropriate to advertise vacancies and to identify persons suitable for re-election or election to the office of Director including for the office of Director elected under clause 15.1(e).
- (c) In determining whether to endorse a candidate for re-election or election to the office of Director, the Selection Committee must have regard to the qualifications of the candidate relevant to, or the experience of the candidate in, one or more of the following fields:
 - (i) grain production;
 - (ii) business management;
 - (iii) finance;
 - (iv) the promotion of products;

- (v) the international marketing of products;
- (vi) administration of research and development;
- (vii) commercialisation of the results of research and development;
- (viii) conservation and management of natural resources, and environmental and ecological matters;
- (ix) government and public policy; and
- (x) any other field or fields nominated by the Directors,

and to the extent to which all the Directors collectively would possess an appropriate mix of the qualifications and experience in the fields referred to in this clause 16.4(c).

- (d) An endorsement of a candidate must include a statement containing, in respect of the candidate, particulars of the person's qualifications and experience in the fields referred to in clause 16.4(c) and other information relating to the person that is, in the Selection Committee's opinion, likely to help the Members to decide whether to re-elect or elect the person to the office of director

17. Grains Policy Council

17.1 Establishment

The Grains Policy Council is established for the purpose of developing and promulgating policies and responses to emerging issues relating to the grain production and any other matters relevant to the grains industry of interest to grain producers and Grains Representative Organisations.

On its constitution and from time to time, the Grains Policy Council may review the Policy Development Framework and recommend changes to the Framework for the Board's consideration.

17.2 Constitution of the Grains Policy Council

- a)** The Grains Policy Council consists of:
 - (i) one member nominated by each Grains Representative Organisation to the chair of the Company;
 - (ii) the chairperson of the Company, who is also chair of the Grains Policy Council *ex officio*;
 - (iii) one Grain Producer representing each of the three Regions, being directors of the company holding office under clause 15.1(d)(1), (ii) and (iii), nominated by the Board;
 - (iv) other members who are appointed by the Grains Policy Council.
- b)** A member nominated by a Grains Representative Organisation ceases to hold office as a member of the Grains Policy Council if the Grains Representative Organisation gives notice to the chairperson of the Company:
 - (i) that the member's nomination is withdrawn; or
 - (ii) that another person is nominated by it as a member.
- c)** A member of the Grains Policy Council referred to in clause 17.2(a)(iii):
 - (i) may only be nominated by the Board after consultation by the Chairperson of the board with Grains Representative Organisations relevant to the respective Region;
 - (ii) ceases to be a member of the Council if that person ceases to hold office as a director of the Company.

17.3 Meetings of the Grains Policy Council:

- (b)** The Grains Policy Council must meet at least:

- (i) once in the first calendar year after it is constituted; and
 - (ii) three times each calendar year thereafter.
- (c) A meeting of the Grains Policy Council may be convened by:
- (i) the Chairperson; or
 - (ii) any three of the members referred to in clause 17.2(a)(i).
- (d) A meeting of the Grains Policy Council is convened by giving notice to the members of the Council not less than 7 days before the day on which the meeting is to be held. The notice must specify the date and time for the meeting.
- (e) However, a meeting may be convened on lesser notice by agreement of a quorum of members of the Policy Council given in person, in writing or by telephone or other means of remote communication.
- (f) No business of the Grains Policy Council may be conducted unless a quorum of members is present whether in person or by telephone or other means.
- (g) A Quorum of the Grains Policy Council consists of 3 members being at least:
- (i) two members referred to in clause 17.2(a)(i); and
 - (ii) one member referred to in clause 17.2(a)(ii) or (iii).
- (h) The Grains Policy Council may meet together as they think fit, including by telephone or other contemporaneous communication.
- (i) If the Chairperson of the company is not present at a meeting of the Grains Policy Council, the Council may appoint one of the members referred in to clause 17.1(a)(iii) as chair of the meeting.
- (j) To remove doubt, the Chair of the Grains Policy Council may authorise any person, including but not limited to the chief executive officer and executive officer of the company to attend, observe and advise meetings of the Grains Policy Council.
- (k) The Chair of the Grains Policy Council must cause minutes of each meeting of the Council to be taken and distributed to the members of the Council.

17.4 Endorsement of additional Grains Representative Organisations

- (a) The Grains Policy Council may by resolution agreed to by at least 75% of all its members endorse a formally constituted Grains Representative Organisation to be an organisation able to nominate a member of the Grains Policy Council under clause 17.1(a)(i).
- (b) The nomination of an organisation to be endorsed must be:
- (i) made by at least two members of the Grains Policy Council;
 - (ii) made in writing;
 - (iii) circulated to all members of the Grains Policy Council at least 21 days before the nomination is considered.
- (c) To remove doubt, the Grains Policy Council may endorse an organisation under this clause 17.4 by making a resolution to that effect:
- (i) at a meeting attended by at least 75% of all the members of the Council; or
 - (ii) by at least 75% of all the members of Council agreeing to the resolution in writing signed by each member (“flying minute”) that is noted and minuted at the next meeting of the Grains Policy Council.

- (d) The Chairperson must ensure that the resolution is recorded and circulated to all member of the Grains Policy Council as soon as practical after the resolution is made under clause 17.4(c)(i) or noted under clause 17.4(c)(ii).

18. Executive Officers

18.1 Chief Executive Officer

- (a) The Directors may appoint a person as chief executive officer of the Company.
- (b) The Chief Executive Officer must not be appointed to the office of director. Should a chief executive officer be appointed as a Director of the Company they must automatically cease to be the chief executive officer.

18.2 Secretaries

- (a) The Board must appoint at least one secretary and may appoint additional secretaries.
- (b) The Board may appoint one or more assistant secretaries.

18.3 Auditor

The Board must appoint the company's auditor.

18.4 Provisions applicable to all executive officers

- (a) A reference in this clause 18.4 to an executive officer is a reference to a chief executive officer, secretary or assistant secretary appointed under this Clause 18.
- (b) The appointment of an executive officer may be for such period, at such remuneration and upon such conditions as the Directors think fit.
- (c) Subject to any contract between the Company and the relevant executive officer, any executive officer of the Company may be removed or dismissed by the Directors at any time, with or without cause.
- (d) The Directors may:
 - (i) confer on an executive officer such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the Directors) as they think fit;
 - (ii) withdraw, suspend or vary any of the powers, discretions and duties conferred on an executive officer; and
 - (iii) authorise the executive officer to delegate all or any of the powers, discretions and duties conferred on the executive officer.
- (e) An executive officer is not required to be a Member of the Company to qualify for appointment.
- (f) An act done by a person acting as an executive officer is not invalidated by reason only of:
 - (i) a defect in the person's appointment as an executive officer; or
 - (ii) the person being disqualified to be an executive officer, if that circumstance was not known by the person when the act was done.

19. Seals

19.1 Safe custody of seal

The Directors must provide for the safe custody of the seal, if any.

19.2 Use of seal

- (a) The seal must be used only by the authority of the Board or of a committee of the Board authorised by the Board to authorise the use of the seal.
- (b) The authority to use the seal may be given before or after the seal is used.
- (c) Until the Board otherwise determine, every document to which the seal is affixed must be signed by a Director and countersigned by another Director, a secretary, or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

19.3 Seal register

- (a) The Company must keep a seal register and, upon the affixing of the seal to any document (other than a certificate for securities of the company), must enter in the register particulars of the document, giving in each case the date of the document, the names of the parties to the document, a short description of the document and the names of the persons signing and countersigning the document under clause 19.2(c).
- (b) The register must be produced at meetings of Directors for confirmation of the use of the seal since confirmation was last given under this clause 19.3.
- (c) Failure to comply with clause 19.3(a) or (b) does not invalidate any document to which the seal is properly affixed.

19.4 Official seal

- (a) The Company may have for use in place of its common seal outside the state or territory where its common seal is kept one or more official seals, each of which must be a facsimile of the common seal of the Company with the addition on its face of the name of the place where it is to be used.
- (b) A document sealed with an official seal is to be taken as having been sealed with the common seal of the company.

20. Winding Up

- (a) If the Company is wound up:
 - (i) each Member; and
 - (ii) each person who ceased to be a Member in the preceding year undertakes to contribute to the property of the Company for the:
 - (A) payment of the debts and liabilities of the Company (but in relation to those persons referred to in clause 20(a)(ii), only those contracted before the person ceased to be a Member) and payment of the costs, charges and expenses of winding up; and
 - (B) adjustment of the rights of the contributors amongst themselves, such amount as may be required but not exceeding \$2.00.

- (b) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution or corporation which has:
 - (i) objects which are similar to the objects of the Company as set out in clause 6;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects and;
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by Clauses 7.3 and 7.4.
- (c) Upon winding up, the surplus property of the Company must be paid to another organisation which has objects substantially similar to that of the Company and which fulfils the requirements of the Act.
- (d) The identity of the corporation or institution referred to in clause 20(b) is to be determined by the Members at or before the time of dissolution and failing such determination being made, by application to the Supreme Court for determination.

21. Minutes and Records

21.1 Minutes

The Directors must cause minutes of all proceedings of General Meetings and of meetings of the Directors and of committees of the Directors to be entered, within one month after the relevant meeting is held, in books kept for that purpose.

21.2 Signing of minutes

Except in the case of documents which are taken to be minutes under clause 15.13(d), those minutes must be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

21.3 Minutes as evidence

Any minutes of a meeting purporting to be signed by the chairperson of the meeting or of the next succeeding meeting are (in the absence of proof to the contrary) sufficient evidence of:

- (a) the matters stated in the minutes of the meeting;
- (b) the meeting having been duly convened and held; and
- (c) the validity of all proceedings at the meeting.

21.4 Inspection of records

- (a) The Board may determine whether and to what extent, and at what time and places and under what conditions, the minute books, accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (b) A Member other than a Director does not have the right to inspect any books, records or documents of the Company except as provided by law or authorised by the Directors.

22 Notices

22.1 Notices by the Company to Members

- (a) A notice may be given by the Company to a Member:
 - (i) by serving it personally at, or by sending it by post in a prepaid envelope to, the Member's address as shown in the register of Members or such other address, or by facsimile transmission to such facsimile number, as the Member has supplied to the Company for the giving of notices; or
 - (ii) if the Member does not have a registered address and has not supplied another address to the Company for the giving of notices, by exhibiting it at the registered office of the company.
- (b) The fact that a person has supplied a facsimile number for the giving of notices does not require the Company to give any notice to that person by facsimile.
- (c) A signature to any notice given by the Company to a Member under this clause 22.1 may be in writing or a facsimile printed or affixed by some mechanical or other means.
- (d) A certificate signed by a Director or secretary of the Company to the effect that a notice has been given in accordance with these articles is conclusive evidence of that fact.
- (e) Where a Grain Producer comprises joint Members, a notice may be given by the Company to the Member who is named first in the register of Members and notice to that person is deemed notice to all the joint Members.

22.2 Notices by the Company to Directors

Subject to these articles, a notice may be given by the Company to any Director either by serving it personally at, or by sending it by post in a prepaid envelope to, the director's usual residential or business address, or such other address, or by facsimile transmission to such facsimile number, as the Director has supplied to the Company for the giving of notices.

22.3 Notices by Members or Directors to the Company

- (a) Subject to this Constitution, a notice may be given by a Member or Director to the Company by serving it on the Company at, or by sending it by post in a prepaid envelope to, the registered office of the Company or by facsimile transmission to the principal facsimile number at the registered office of the company.
- (b) Where a Grain Producer comprises joint Members:
 - (i) any one of those Members may sign a notice that may be given under clause 22.3(a); and
 - (ii) to the extent of inconsistency between more than one such notice, a later notice prevails over an earlier one.
- (c) Where a notice is signed by a body corporate, the notice may, notwithstanding any other provision of this Constitution, be signed by an executive officer of the body corporate.

22.4 Notices posted to addresses outside the Commonwealth

A notice sent by post to an address outside the Commonwealth must be sent by airmail.

22.5 Time of service

- (a) Where a notice is sent by post, service of the notice is to be taken to be effected if a prepaid envelope containing the notice is properly addressed and placed in the post and to have been effected:
 - (i) in the case of a notice of a General Meeting, on the day after the date of its posting; or
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (b) Where a notice is sent by facsimile transmission, service of the notice is to be taken to be effected if the correct facsimile number appears on the facsimile transmission report generated by the sender's facsimile machine and to have been effected at the time the facsimile transmission is sent.
- (c) Where the Company gives a notice under clause 22.1(a)(2) by exhibiting it at the registered office of the company, service of the notice is to be taken to be effected when the notice was first so exhibited.

22.6 Other communications and documents

Clauses 22.1 to 22.5 (inclusive) apply, so far as they can and with such changes as are necessary, to the service of any communication or document.

22.7 Notices in writing

A reference in these articles to a notice in writing includes a notice given by facsimile transmission or any other form of written communication.

23. Indemnity and Insurance

23.1 Persons to whom clauses 23.2 and 23.4 apply

Clauses 23.2 and 23.4 apply:

- (a) to each person who is or has been a Director or executive officer (within the meaning of clause 18.4(a)) of the company;
- (b) to such other officers or former officers of the Company or of its related bodies corporate as the Directors in each case determine.

23.2 Indemnity

The Company may indemnify, on a full indemnity basis and to the full extent permitted by law, each person to whom this clause 23.2 applies for all losses or liabilities incurred by the person as an officer of the Company or of a related body corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:

- (a) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Law.

23.3 Extent of indemnity

The indemnity in clause 23.2:

- (a) is a continuing obligation and is enforceable by a person to whom clause 23.2 applies even though that person may have ceased to be an officer of the Company or of a related body corporate;
- (b) operates only to the extent that the loss or liability is not covered by insurance.

23.4 Insurance

The Company may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this clause 23.4 applies against any liability incurred by the person as an officer of the Company or of a related body corporate including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

23.5 Savings

Nothing in clause 23.2 or 23.4:

- (a) affects any other right or remedy that a person to whom those clauses apply may have in respect of any loss or liability referred to in those clauses; or
- (b) limits the capacity of the Company to indemnify or provide insurance for any person to whom those clauses do not apply.

24. General

24.1 Submission to jurisdiction

Each Member submits to the non-exclusive jurisdiction of the Supreme Court of the State or Territory in which the registered office of the Company is located, the Federal Court of Australia and the Courts which may hear appeals from those Courts.

24.2 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.

Attachment

Figure 1. Map defining Northern and Southern Region Boundary

