CORPORATIONS ACT

Company Limited by Guarantee

CONSTITUTION

OF

BIOMETRICS INSTITUTE LIMITED

November 2025

THE CONSTITUTION OF
BIOMETRICS INSTITUTE

ABN 81 098 407 099

1 Name

The name of the company is Biometrics Institute Limited.

2 Definitions and Interpretation

2.1 In these clauses the following words have the following meanings:

"Act" means the Corporations Act 2001;

"Active Participant" and "Active Participants" mean the individual or individuals nominated by the Member organisation to have the benefits of Membership, which will also include voting rights, upon admission to or renewal of Membership;

"AGM" means an annual general meeting of the Institute. The AGM may be held as a virtual-only meeting;

"Appointed Director" is a Director appointed by the Board of Directors. In accordance with clause 17.9;

"Biometric" means of or having to do with biometrics;

"Biometrics" means the automated recognition of individuals based on their biological and behavioural characteristics;

"Biometric Technology" means any system, device or algorithm used in the field of biometrics;

"Board" means the board of Directors of the Institute;

"Chairperson" means a person elected by the Board to act as a Chairperson of the Board;

"Deputy Chairperson" means a person elected by the Board to act as a deputy Chairperson of the Board;

"Director" means Appointed Directors and/or elected Directors;

"Elected Director" is a Director elected by Members at a General Meeting in accordance with clause 17;

"Financial Year" means the period from 1 July in any calendar year to 30 June of the next calendar year and is inclusive of both dates;

"Institute" means Biometrics Institute Limited;

"Main Contact" means the individual or individuals nominated by the Member from time to time as the person or persons who will represent the Member in that Member's general dealings with the Institute, excluding voting rights at general Member meetings, and who the Institute will contact or serve notices on or address correspondence to, when the Institute is required to do so by the Constitution or the Act;

"Member" means Supplier Members and/or User Members and/or Honorary Members;

"Seal" means the common seal of the Institute;

"Secretary" means any person appointed to perform the duties of a secretary and includes an honorary secretary;

"State" means the State of New South Wales;
"Supplier Members" mean those Members who fulfil the requirements set out in clause 8.1;

"User Members" mean those Members who fulfil the requirements set out in clause 7.1.

2.2 Expressions referring to writing will, unless the contrary intention appears to be construed, include reference to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

2.3 Where a word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

2.4 Words or expressions contained in this Constitution will be interpreted in accordance with the provisions of the Interpretation Law 1987 (NSW) and of the Act as in force at the date at which this Constitution becomes binding on the Institute.

2.5 A reference to legislation includes any subordinate legislation and any amendment, substitution, consolidation or re-enactment of that legislation or its subordinate legislation.

3 Objects

3.1 The mission of the Institute is to promote the responsible, ethical and effective use of biometrics and related technologies that respect the Institute's ethical guidance as an independent and impartial international forum for biometric users and other interested parties.

3.2 In order to achieve this mission, the goals of the Biometrics Institute are:

(a) To develop balanced thought leadership and guidance for the responsible use of biometrics, using the input of experts
(b) To facilitate knowledge transfer to members, prospects, key stakeholders and the public
(c) To act as a connector for the global biometrics community including users, suppliers, academics, regulators and privacy advocates

4 Powers

4.1 Solely for the purpose of achieving the objects of the Institute and not otherwise and subject to clause 4.2, the Institute has the following powers:

(a) To subscribe to, affiliate with, amalgamate with, become a member of or otherwise co-operate with any other association or organisation, whether incorporated or not, having objects similar to those of the Institute.

However, the Institute shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Institute by virtue of clauses 5 and 27 of this Constitution.

(b) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Institute. If the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with the same in such manner as is allowed by the law having regard to such trusts.

(c) To enter into any arrangements with any government or authority, whether national, state, local or otherwise, that may seem conducive to the objects of the Institute or any of them; and to obtain from any such government or authority any rights, privileges, concessions or funding which the Institute may think it desirable to obtain; and to carry out, exercise and comply with any such rights, privileges and concessions and to expend any such funds.

(d) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen, contractors, agents and other persons as may be necessary or convenient for the purpose of the Institute and to do so on a full-time, part-time, sessional or other basis as the Institute may think fit.

(e) To establish and support or aid in the establishment and support of institutes, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Institute or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects.

(f) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, offices, lecture rooms, recreational facilities, buildings, structures, grounds, works or conveniences which may seem calculated directly or indirectly to advance the interests of the Institute, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control of these.

(g) To invest and deal with the money of the Institute not immediately required in such manner as may be permitted by law for the investment of trust funds.

(h) To borrow or raise or secure the payment of money in such manner as the Institute may think fit and to secure the same for the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Institute in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the property of the Institute (both present and future), and to purchase, redeem or pay off any such securities.

(i) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

(j) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property, real or personal, and rights of the Institute.

(k) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the property of the Institute of any kind sold by the Institute, or any money due to the Institute from purchasers and others.

(l) To receive any gift of property whether subject to any special trust or not, for any one or more of the objects of the Institute but subject always to the proviso in paragraph (b) of this clause 4.

(m) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Institute, in the form of donations, annual subscriptions or otherwise.

(n) To print and publish any newspapers, periodicals, journals, books or leaflets that the Institute may think desirable for the promotion of its objects.

(o) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any or more of the companies, institutions, societies or associations with which the Institute is authorised to amalgamate.

(p) To transfer all or any part of the property, assets, liabilities and engagements of the Institute to any one or more of the companies, institutions, societies or Institutes with which the Institute is authorised to amalgamate.

(q) To make donations for charitable purposes.

(r) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Institute.

4.2 The powers set out in section 124 of the Act apply to the Institute in addition to those provided for in this clause.

5 No Profits for Members

5.1 The income and property of the Institute must be applied solely towards the promotion of the objects of the Institute as set out in this Constitution.

5.2 No income or property of the Institute may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to any Member.

5.3 Nothing in this clause 5 prevents:

(a) the payment in good faith of:
  (i) remuneration to any officers or employees of the Institute for services actually rendered to the Institute;
  (ii) an amount to any Member of the Institute in return for any services actually rendered to the Institute or for goods supplied in the ordinary course of business;
  (iii) interest (at a rate not exceeding any rate which may at any time be fixed for the purpose of this paragraph in accordance with this Constitution but not exceeding the highest rate charged by trading banks carrying on business in Australia on overdraft accounts of less than $100,000) on money borrowed from any Members; or
  (iv) reasonable rent for premises let by any Member of the Institute.

(b) the Institute from providing services or information to the Members on terms which are different from the terms under which services or information are provided to persons who are not Members.

6 Members and Classes of Membership

6.1 The subscribers to this Constitution and such other persons as the Directors admit from time to time to various classes of Membership in accordance with this Constitution, will be the Members of the Institute.

6.2 There shall be the following classes of Members in the Institute:

(a) User Members;
(b) Supplier Members; and
(c) Honorary Members.

6.3 The Institute shall maintain a register of Members, and shall record in that register the class of Membership to which each Member has been admitted.

6.4 The Board shall from time to time determine the annual Membership fee to be paid by each Member of the Institute and may adopt a differential fee structure, including within Membership classes, e.g. based on business turnover.

6.5 The annual Membership fee to be paid by each Member shall become due and payable on the date nominated on the Membership renewal notice, that date being, at the discretion of the Institute, the anniversary of the first day of the month in which the Member became a Member of the Institute, and must be paid within two (2) months of the due date or by such other date as decided by the Directors from time to time without prejudice to any rights of the Institute.

7 User Members

7.1 A company, partnership, statutory authority or government department or other entity which is in the opinion of the Board carrying on business involving the use of or has a substantial interest in the use of Biometric equipment or services but is not a supplier of biometrics equipment or services may apply for admission as a User Member of the Institute.

7.2 A User Member is entitled to:

(a) be given notice of and to vote at any meeting or general meeting, each User Member having the number of votes as determined in accordance with clause 7.3;
(b) give their proxy to another Member; and
(c) nominate in writing an officer, principal or employee of a Member to be appointed as a Director

of the Institute.

7.3 A User Member is entitled to the number of votes applicable to their Membership sub-category determined as follows:

(a) extra-large User Members, being those User Members with between thirty-one (31) and fifty (50) Active Participants or such other requirements as determined by the Board from time to time, are entitled to ten (10) votes to be used as one block;
(b) very large User Members, being those User Members with between ten (10) and thirty (30) Active Participants or such other requirements as determined by the Board from time to time, are entitled to eight (8) votes to be used as one block;
(c) large User Members, being those User Members with between four (4) and nine (9) Active Participants or such other requirements as determined by the Board from time to time, are entitled to six (6) votes to be used as one block;
(d) medium User Members, being those User Members with between two (2) and three (3) Active Participants or such other requirements as determined by the Board from time to time, are entitled to four (4) votes to be used as one block; and
(e) small User Members, being those User Members with one (1) Active Participant or such other requirements as determined by the Board from time to time, are entitled to two (2) votes to be used as one block.

8 Supplier Members

8.1 A company, partnership, statutory authority or government department or other entity which is in the opinion of the Board carrying on business involving the supply of Biometric technology, equipment or services may apply for admission as a Supplier Member of the Institute.

8.2 A Supplier Member is entitled to:-

(a) be given notice of and to vote at any meeting or general meeting, each Supplier Member having the number of votes as determined in accordance with clause 8.3;
(b) give their proxy to another Member;
(c) nominate in writing an officer, principal or employee of a Member to be appointed as a Director of the Institute.

8.3 A Supplier Member is entitled to the number of votes applicable to their Membership sub-category determined as follows:

(a) extra-large Supplier Members, being those Supplier Members with between thirty-one (31) and fifty (50) Active Participants or such other requirements as determined by the Board from time to time, are entitled to five (5) votes to be used as one block;
(b) very large Supplier Members, being those Supplier Members with between ten (10) and thirty (30) Active Participants or such other requirements as determined by the Board from time to time, are entitled to four (4) votes to be used as one block;
(b) large Supplier Members, being those Supplier Members with between four (4) and nine (9) Active Participants or such other requirements as determined by the Board from time to time, are entitled to three (3) votes to be used as one block;
(c) medium Supplier Members, being those Supplier Members with between two (2) and three (3) Active Participants or such other requirements as determined by the Board from time to time, are entitled to two (2) votes to be used as one block; and
(d) small Supplier Members, being those Supplier Members with one (1) Active Participant or such other requirements as determined by the Board from time to time, are entitled to one (1) vote.

8 (A) Honorary Members

The Board may from time to time grant an individual, being a retired Active Participant of a current or former member of the Institute, and who in the opinion of the Board will be of continuing value to the Institute, an Honorary Membership whereby that person becomes an Honorary Member upon the terms of this clause:

(i) in the case where such Honorary Member is a former Active Participant of a current or former member who has retired from business life or otherwise is no longer commercially active in the field of biometrics, such membership may be granted at the discretion of the Board as free from

membership fees and for any period including for a lifetime, subject to clause 12;
(ii) an Honorary Member does not have voting rights; and
(iii) an Honorary Member is not eligible to stand for any office of the Institute.

9 Non-financial Members

9.1 A Member who:

(a) has not paid its annual Membership fee in accordance with Clause 6.5 of this Constitution; or
(b) owes other monies to the Institute and such monies remain unpaid thirty (30) days or more after the due date for payment ("Debt"),

shall be considered a "Non-financial Member" and will remain so until that Member:

(c) pays its outstanding Membership fee;
(d) pays the Debt in full, including any interest or costs of the Institute associated with the Debt;
(e) ceases to be a Member; or
(f) has its Membership terminated.

9.2 Whilst a Member is a Non-financial Member:

(a) it will be allowed to attend a general meeting but it will not be allowed to vote; and
(b) its Main Contact will not be allowed to nominate a person to be a Director.

10 Admission to Membership

10.1 Every applicant for admission as a Member of the Institute except in the case of an Honorary Member must submit an application for the appropriate class of Membership. The application must:

(a) be made in writing and signed by the applicant or by a duly authorised officer of the applicant;

(b) be in such form as the Directors from time to time prescribe; and

(c) set out the name and contact details of the applicant's Main Contact.

10.2 The application must be accompanied by the annual Membership fee for the class of Members to which the applicant seeks to be admitted, together with any initial Membership fee determined by the Board from time to time.

10.3 As soon as practical after the receipt by the Institute of any application for Membership, such application must be considered by all of the Directors, who must then determine the admission or rejection of the applicant. This determination will be made at the absolute discretion of the Board of Directors only. If an application is accepted by the Directors then the applicant will be admitted as a Member of the Institute, within the class of Membership for which application was made.

10.4 When an applicant has either been accepted as a Member or rejected for Membership, the Institute must send to the applicant written notice of the acceptance or rejection. If an applicant is accepted, the Secretary must enter the name of the new Member in the register of Members, recording the class of Membership to which the new Member has been admitted.

10.5 A Member from time to time, may change its Main Contact and if it does so, the Member must advise, in writing, the Institute of such change and provide the Institute with all of the appropriate contact details of the new Main Contact.

10.6 The Main Contact will represent the Member in all of the Member's dealings with the Institute and the Institute will be considered to have complied with all of the requirements under the Constitution or under the Act in relation to notifying, serving notices on and corresponding to the Member if the Institute serves on or addresses all such correspondence and contacts to the Main Contact.

11 Liability of Members

11.1 The liability of the Members is limited.

11.2 Every Member of the Institute undertakes to contribute to the assets of the Institute, in the event of the same being wound up while being a Member, or within one (1) year after the Member ceases to be a Member, for payment of the debts and liabilities of the Institute contracted before the Member ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding twenty dollars ($20.00).

12 Cessation of Membership

12.1 Subject to this Constitution, the Membership of any Member terminates if:

(a) the Member delivers to the Institute a written notice resigning the Member's Membership of the Institute; or

(b) the Member ceases to exist.

12.2 Subject to this Constitution the Directors at a Board meeting or Members in a general meeting may at any time terminate the Membership of a Member if the Member:

(a) refuses or neglects to comply with the provisions of this Constitution or any applicable rules, regulations, policies or procedures; or

(b) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Institute; or

(c) fails to pay any debt, including the annual Membership fee, due to the Institute for a period of two (2) months after the date for payment.

12.3 The following procedure must be followed except in the case of an Honorary Member prior to a decision of the Directors in a Board meeting or the Members in general meeting under clauses 12.2(a), (b) or (c) becoming effective:

(a) the dispute resolution procedure contained in clauses (a)-(c) of clause 13.1 must be followed. The general nature of the allegations (the "Allegations") made against the Member must be notified to the Member and for the purposes of clause 12.3(b) this notification will be the notice of the intended termination of Membership;

(b) where:

(i) the Member fails to attend the mediation required by clause 13.1(c) or
(ii) the mediation has not occurred within six (6) weeks of the date of notice of the intended termination of Membership; or
(iii) the mediation fails to resolve the Allegations,

then the Directors will determine a date for a meeting of Directors or a meeting of the Membership to consider the termination of the Membership of the Member;

(c) the Secretary must give the Member concerned, not less than fourteen (14) days prior to the date of the meeting that will consider the termination of the Membership of the Member, notice of the resolution to be considered by the Directors or the Members;

(d) the Member must be invited and permitted to attend that part of the meeting of the Directors or the meeting of the Members at which the resolution is considered and permitted to make submissions to the meeting in writing and orally;

(e) the Member must be given an opportunity at the meeting to respond to any matters raised in the meeting. The Directors may ask the Member to leave the meeting during its deliberations once submissions from all interested parties are complete; and

(f) written notice of the decision of the Directors or the Members must be given promptly to the Member.

12.4 The name of any person ceasing to be a Member including the termination of Membership by the

Board or the Members must be removed from the register of Members.

12.5 The cessation of Membership by a Member for any reason does not affect the liabilities and obligations of a Member (whether they arise under this Constitution or otherwise) existing at the date of termination or which arise or crystallise after that date out of or by reason of facts or circumstances occurring at or before that date.

12.6 Termination of Membership does not entitle a person to any refund of all or part of any Membership fee whether an initial Membership fee or an annual Membership fee.

13 Dispute Resolution

13.1 Where there is a dispute, grievance or other disagreement between a Member and the Institute (the "Dispute"), whether arising out of the application of this Constitution or otherwise, then either must, prior to the commencement of any proceedings in a court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute and the following must occur:

(a) the Member and the Institute must within a period of fourteen (14) days from the service of the notice of the Dispute (the "Initial Period") use their best endeavours to resolve the Dispute;

(b) if the Institute and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of New South Wales to either

(i) a mediator agreed by the Member and the Institute; or
(ii) if the disputants are unable to agree on a mediator within seven (7) days of the Initial Period coming to an end, a mediator nominated by the then President of the Law Society of New South Wales; or

(c) where:

(i) the party receiving the notice of the dispute fails to attend the mediation required by clause 13.1(b); or
(ii) the mediation has not occurred within six (6) weeks of the date of the notice of the dispute; or
(iii) the mediation fails to resolve the dispute;

then the party serving the notice of dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the dispute.

(d) the costs of mediation will be shared equally between the Member and the Institute.

13.2 The procedure specified in clause 13.1 will not apply in respect of proceedings for urgent or interlocutory relief before a Court or tribunal.

14 General Meetings

14.1 The first annual general meeting must be held within eighteen (18) months after the incorporation of the Institute and at such place as the Directors may determine.

14.2 An annual general meeting of the Institute must be held each year in accordance with the provisions of the Act.

14.3 Any Director may whenever he or she thinks fit convene a general meeting, and general meetings will be convened on such requisition, or in default may be convened by such requisitions, as provided by the Act.

14.4 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, twenty one (21) days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting, and in case of special business the general nature of that business, must be given to such persons as are entitled to receive such notice from the Institute.

14.5 All business will be Special Business that is transacted at a general meeting, and also all business that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance-sheets, the reports of the Directors and auditors, the election of Directors and other officers in the place of those retiring, and the appointment and fixing of the remuneration of the auditors, where such business will be Ordinary Business.

15 Proceedings at General Meetings

15.1 No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise provided in this Constitution six (6) Members of the Institute will be a quorum. For the purposes of this clause "Member" includes a person attending as a proxy for a Member.

15.2 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened will be dissolved, in any other case it will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and, if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the Members present (being not less than five(5)) will be a quorum. Where the Members present are less than five (5) then the meeting, if convened, will be dissolved.

15.3 The Chairperson of the Board will preside as Chairperson at every general meeting of the Institute, or if at the meeting there is no Chairperson of the Board, or if he or she is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Deputy Chairperson shall be the Chairperson of the meeting. If neither the Chairperson nor the Deputy Chairperson is present to chair the meeting the Members present will elect one of their Members who must be a User Member (employee, officer or principal of User Members) to be Chairperson of the meeting.

15.4 The Chairperson may, with the consent of any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as in the case of an original meeting. Save as mentioned above, it will not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

15.5 At any general meeting a resolution put to the vote of the meeting will 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:

(a) by the Chairperson or Deputy Chairperson; or

(b) by at least two (2) Members present in person or by proxy.

15.6 Unless a poll is so demanded a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect is made in the book containing the minutes of the proceedings of the Institute, will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

15.7 If a poll is duly demanded it must be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll must be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairperson or on a question of adjournment will be taken immediately.

15.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded will be entitled to a second or casting vote.

15.9 Subject to clauses 15.10 and 15.11, a Member may vote in person or by proxy and on a show of hands every person present who is a Member or representative of a Member will have the number of votes determined in accordance with clause 7 or clause 8 (whichever is applicable to the Member) and on a poll every Member present in person or by proxy or other duly authorised representative.

15.10 A User Member shall not be entitled to exercise more than the number of votes that it is entitled to as determined in accordance with clause 7.3 at any general meeting of the Institute and must do so as one block.

15.10 A Supplier Member shall not be entitled to exercise more than the number of votes that it is entitled to as determined in accordance with clause 8.3 at any general meeting of the Institute and must do so as one block.

15.12 A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his guardian or by his trustee or by such other person as properly has the management of his estate, and any such guardian, trustee or other person may vote by proxy.

16 Proxies

16.1 The instrument appointing a proxy must be in writing under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit.

16.2 The instrument appointing a proxy may be in a common or usual form.

16.3 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, must be sent to the registered office of the Institute, or to such other place within the State as is specified for that purpose in the notice convening the meeting by delivery, pre-paid post or facsimile transmission and must be received not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy will not be treated as valid.

16.4 A vote given in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of such death unsoundness of mind or revocation as aforesaid has been received by the Institute at the registered office by 5.00pm on the day before the commencement of the meeting or adjourned meeting at which the instrument is used.

17 Directors and Office Bearers

17.1 The office bearers of the Institute will be the Chairperson and Deputy Chairperson, who must be Elected Directors of the Institute, elected by the Board at the first Board meeting following an AGM.

17.2 The Chairperson shall not remain the Chairperson for more than four (4) consecutive years.

17.3 The Deputy Chairperson shall not remain the Deputy Chairperson for more than four (4) consecutive years.

17.4 The Chairperson shall be a User Member (employee, officer or principal of User Members) and the Deputy Chairperson shall be a User or Supplier Member or employee, officer or principal of either User or Supplier members.

17.5 The Board will comprise up to nine (9) Directors, including the office bearers, of which up to seven (7) Directors will be elected in accordance with clause 17.7 (Elected Directors) and up to two (2) Directors will be Appointed Directors. No less than two thirds (2/3) of the Directors should be User Members or employees, officers or principals of User Members.

17.6 Where the terms of office of more than four (4) Directors simultaneously end at an AGM, the following sub-sub-clauses will come in to effect:

(a) No more than four (4) Directors will be required to vacate their office at the AGM;

(b) Any other Director(s) whose term(s) of office would also normally expire at the AGM will instead have their term(s) of office extended for one (1) year only;

(c) Any Director(s) having their term(s) of office extended under 17.6(b) must vacate their office at the next AGM;

(d) The Board of Directors shall convene a Board Meeting not less than (1) one month before the AGM to determine which Director(s) will have their term(s) of office extended by one (1) year under 17.6(b), any Director wishing to be considered for an extension of their term pursuant to clause 17.6(b) must declare to continue as Director to the Board of Directors not less than (2) two weeks prior to the proposed Board meeting, and consideration of the appointment of Directors of the Board must have regard to clauses 19.4 and 17.5 of this Constitution.

(e) This clause 17.6 shall only have effect to the extent that its exercise and the actions performed in accordance with it do not result in the composition of the Board not complying with the quorum required pursuant to clause 19.4 or the terms of clause 17.5 of this Constitution.

17.7 For a person to be elected as an Elected Director other than to fill a casual vacancy on the Board or as an addition to the existing directors the procedure set out below must have been followed:

(a) The Main Contact of a Member must nominate in writing a person or persons to be a Director in accordance with this clause. For the purpose of this clause a person so nominated is called "a Nominee";

(b) A Nominee must be an employee, officer or principal of a Member;

(c) Nominations, together with a written consent from each Nominee to act as a Director if they are so elected, must be submitted to the Board no later than fourteen (14) days before a Board meeting which is called to consider any nominations for Directors which shall be called a Designated Board Meeting ("the "DBM");

(d) All Members will receive Notice of the DBM at least one (1) month before the date of the DBM;

(e) Notice of the DBM will also include the most current Criteria Governing Suitability to Act as a Director (the "CGSAD");

(f) The CGSAD will state those considerations which the Directors must use when considering any Nominee. The substance and content of the CGSAD will be amended by the Board of Directors from time to time, where the substance and content of the CGSAD will be determined at the sole discretion of the Board of Directors only and prior to any Notice of a DBM. The CGSAD will be applied equally to all Nominees.

(g) Nominees providing their consent to act as a Director in accordance with 17.7(c) must personally address each item of the CGSAD and submit their response to the CGSAD at the same time of lodging their consent to act as a Director;

(h) No Nominee will be entitled to amend or seek to re-lodge their response to the CGSAD after it has been submitted;

(i) The DBM must be held at least fourteen (14) days before the requirement to send out notices to Members advising them of a forthcoming AGM;

(j) At the DBM responses by the Nominees to the CGSAD will be considered by the Board. Where a Nominee in the sole discretion of the DBM reasonably and satisfactorily addresses all aspects of the CGSAD, and where the Nominee's responses to the CGSAD promote the attainment of the Objects of this Constitution by the Nominee, the Nominee will be placed on a list of candidates to be put forward at the AGM for election as a Director;

(k) Where a Nominee in the sole discretion of the DBM does not reasonably and satisfactorily address all aspects of the CGSAD, and/or where the Nominee's responses to the CGSAD do not adequately promote the attainment of the Objects of this Constitution by the Nominee, the Nominee will be rejected;

(l) Where a Nominee is rejected by a DBM, the Institute at the request of the Nominee will only be required to describe which CGSAD considerations the Nominee failed to reasonably and satisfactorily address for the purpose of providing reasons for the rejection of the Nominee.

(f) Notices of a forthcoming AGM must contain a list of candidates for vacancies on the Board; and

(g) At the AGM a Nominee will be elected as Director by a majority vote of the Members from the list of candidates.

17.8 The term of office for each Elected Director is three (3) years.

17.9 The Board may by resolution appoint an Appointed Director having regard to clauses 19.4 and 17.5 of this Constitution.

17.10 The term of each Appointed Director will be determined by the Board upon appointment, but must not be more than 2 (two) years.

17.11 An appointed Director:
(a) Must be a person of good character over the age of 18 years; and
(b) Need not be a Member or employee of a Member.

17.12 No person of or over the age of 72 years shall be appointed as a Director of the Institute unless he is so appointed in accordance with the Act, but nothing in this clause shall prevent a person from acting as a Director of the Institute during the period commencing on the day on which he or she attains the age of 72 years and ending at the conclusion of the annual general meeting commencing next after that day.

17.13 The Directors will have power at any time and from time to time to appoint any Member's officer, employee or consultant either to fill a casual vacancy on the Board or as an addition to the existing Directors, so that the total number of Directors must not at any time exceed the number fixed in accordance with this Constitution. A person appointed to the Board under this clause must vacate their office and/or stand for re-election at the first AGM after the first anniversary of the appointment of that Director, and if vacating their office for the purpose of seeking re-election at that AGM, that person must comply with the procedures set forth in clause 17.7 above.

17.14 The Institute may by ordinary resolution at a general meeting remove any Director before the expiration of that Director's period of office and may by an ordinary resolution appoint another person in the place of that Director.

17.15 The office of a Director will become vacant if the Director:

(a) ceases to be a Director by virtue of the Act;

(b) becomes bankrupt or makes any arrangement or composition with the creditors of the Director generally;

(c) becomes prohibited from being a Director of a company by reason of any order made under the Act;

(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(e) resigns office by notice in writing to the Institute;

(f) is absent without permission of the Directors from three (3) consecutive meetings of the Directors;

(g) is directly or indirectly interested in any contract or proposed contract with the Institute provided, however, that a Member will not vacate his office by reason of his being a Member of any corporation, society or Institute which has entered or proposes to enter into a contract with the Institute if the person has declared the nature of his interest as required by the Act;

(h) suffers the withdrawal of his support by the Member which originally nominated him; and

(i) ceases to be an officer, employee, principal or consultant of a Member.

18 Powers and Duties of the Directors

18.1 The business of the Institute will be managed by the Directors who may:

(a) authorise the payment of all expenses incurred in promoting and conducting the business of the Institute;

(b) exercise all such powers of the Institute, that are not, by the Act or by this Constitution, required to be exercised by the Institute in general meeting; and

(c) make any rules or regulations provided that such rules and regulations are not inconsistent with this Constitution.

18.2 Any rule or regulation made by the Directors may be disallowed, amended or varied by the Members at a general meeting. No resolution made at a general meeting will have a retrospective effect on any rule or regulation that had been made by the Directors before that general meeting, the intention being that anything done or effected under such rule or regulation will be valid/enforceable binding.

18.3 Each Director shall act in the interests of the Institute as a whole.

18.4 The Directors may exercise all the powers of the Institute to borrow money and to mortgage or charge its property or any part of its property, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Institute.

18.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Institute, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any one (1) Director or in such other manner as the Directors from time to time determine.

18.6 The Directors must cause minutes to be made -

(a) of all appointments of officers and senior staff;

(b) of the names of Directors present at all meetings of the Institute and of the Directors; and

(c) of all proceedings at all meetings of the Institute and of the Directors.

18.7 Such minutes must be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.

18.8 The Directors may resolve that they will be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the company or otherwise in connection with the business of the Institute.

19 Proceedings of the Directors

19.1 The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A Director may at any time, and the Secretary must on the requisition of a Director, summon a meeting of the Directors.

19.2 Subject to this Constitution questions arising at any meeting of the Directors will be decided by a majority of votes and a determination by a majority of the Directors will for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairperson of the meeting will have a second or casting vote.

19.3 A Director may vote in respect of any contract or proposed contract with the Institute in which he or she is interested or any matter arising out of any such contract or proposed contract, provided that he or she has disclosed the interest to the Board and the requirements of the Act are observed.

19.4 The quorum necessary for the transaction of the business of the Directors will be three (3) or such greater number as may be fixed by the Directors. The quorum must include a majority of User Members.

19.5 Where the number of Directors becomes less than the quorum required by clause 19.5 then the continuing Directors may only act so as to increase the number of the Directors to that required for a quorum or to call a general meeting of the Institute.

19.6 The Chairperson of the Board shall preside at every meeting of the Board, or if at any meeting the Chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Deputy Chairperson shall be the Chairperson of the meeting. If neither the Chairperson nor the Deputy Chairperson is present to chair the meeting or the Chairperson retires, the Directors may elect one of their number who must be a nominee of a User Member to be Chairperson of the meeting or Chairperson for the remainder of the term of appointment of the retiring Chairperson.

19.7 The Board may by resolution establish committees and/or sub committees consisting of such Members and other experts as the Directors may think fit ("Committees"). Any such Committees may be authorised by resolution of the Directors to advise the Directors on matters specified in the resolution or to undertake such tasks as are identified in the resolution and shall be subject to such reporting requirements to the Directors as the resolution specifies.

19.8 The Directors may delegate any of their powers to Committees that consist of a Director or Directors. Any Committee will in the exercise of the powers so delegated conform to any regulations, limitations or conditions that may be imposed on it by the Directors.

19.9 A Committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present may choose one of their number to be Chairperson of the meeting.

19.10 A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairperson will have a second or casting vote.

19.11 If it is discovered at some point in time, that there was some defect in the appointment of a Director or an alternative Director or the delegation of any powers of a Director to a person/Director on a Committee, or that the Directors or any of them were disqualified to act as Directors then notwithstanding such dejects or disqualifications, all resolutions of any Director's meeting or of a Committee which included a person so affected will be valid as if every such person had been duly appointed or was qualified to be a Director or the delegated powers to that person had been correctly delegated.

19.12 A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of Directors will be as valid and effectual as if it has been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

20 [CLAUSE DELETED]

21 Secretariat

21.1 The Directors shall appoint a secretary, if required to do so by the Act. The Directors may also appoint an executive officer, who may be the same person who acts as the secretary of the Institute.

21.2 The Secretary of the Institute, and any executive officer and other Members of the secretariat of the Institute shall be appointed for such term, at such remuneration and upon such conditions as the Directors think fit. Any person so appointed may be removed by the Directors.

22 Seal

22.1 The Directors must provide for the safe custody of the seal, which must only be used by the authority of the Directors or of a sub-committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal is affixed must be signed by a Director and must be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

23 Accounts

23.1 The Directors must cause proper accounting and other records to be kept and must distribute copies of every profit and loss account and balance-sheet (including every document required by law to be attached thereto) accompanied by a copy of the auditor's report thereon as required by the Act, provided, however, that the Directors must cause to be made out and laid before each annual general meeting a balance-sheet and profit and loss account made up to a date not more than six months before the date of the meeting.

23.2 The Directors will from time to time determine at what times and places and under what conditions or regulations the accounting and other records of the Institute will be open for inspection by Members of the Institute not being Directors, and no Member (not being a Director) will have any right to inspect any account or book or paper of the Institute except as conferred by statute or as authorised by the Directors or by the Institute in general meeting.

24 Audit

24.1 A properly qualified auditor or auditors must be appointed and the remuneration of that person or those persons fixed and duties regulated in accordance with the Act.

24.2 At least once every year, the Institute's financial records must be examined either by a qualified auditor or qualified auditors who must report to the Members in accordance with the provisions of the Act.

25 Indemnity of Directors

25.1 In clauses 25.2 and 25.3 the term "officer" means a Director, secretary or executive officer (as that term is defined in the Act) of the Institute.

25.2 To the extent permitted by law the Institute indemnifies every person who is or has been an officer of the Institute against any liability:

(a) incurred by that person in his or her capacity as an officer to a person (other than the Institute or a related body corporate), and excluding any liability for a pecuniary penalty order or a compensation order under the Act, unless the liability arises out of conduct on the part of the officer involving a lack of good faith; and

(b) for legal costs and expenses incurred by that person in his or her capacity as an officer of the Institute:

(i) in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted; or

(ii) in connection with an application, in relation to such proceedings, in which the Court grants relief to the officer or former officer concerned under the Act.

25.3 Notwithstanding clause 25.2(b), the Institute must not indemnify a person against legal costs incurred in defending an action for a liability incurred as an officer of the Institute if the legal costs are incurred in the circumstances specified in section 199A(3) of the Act.

25.4 Except to the extent prohibited by the Act the Institute may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an officer of the Institute against:

(a) any liability incurred by that person as an officer of the Institute; and

(b) any liability for costs and expenses incurred by that person as an officer or former officer of the Institute in defending proceedings, whether civil or criminal, and whatever their outcome.

26 Notices

26.1 A notice may be given by the Institute to any Member either personally or by sending it by post to the

Member at the Member's registered address, or (if they have no registered address within the State) to the address, if any, within the State supplied by them to the Institute for the giving of notices to them. Notices may also be sent by e mail to the last known e mail address of the addressee. Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

26.2 Notice of every general meeting must be given in any manner authorised by this Constitution to:

(a) every Member except those Members who have not supplied to the Institute an address for the giving of notices to them; and

(b) the auditor or auditors for the time being of the Institute.

27 Winding-Up

27.1 Members have no right to any surplus assets remaining after the completion of the winding up or dissolution of the Institute. Any surplus assets must be given or transferred to some other institution or company having objects similar to the objects of the Institute.

27.2 Such an institution or company must have a Constitution that prohibits the distribution of its income and property among its Members. The Constitution must contain provisions that are substantially similar in effect to clause 3 of this Constitution.

27.3 At or before the completion of the winding up or dissolution of the Institute, the Members must decide which institution or company is to receive the surplus assets of the Institute. In default of any decision by the Members, the Supreme Court of New South Wales may decide which institution or company is to receive the surplus assets.

28 Amendments to Constitution

28.1 This Constitution may only be amended by Special Resolution contained in a Notice of an AGM sent to Members, where at that AGM the total of all votes received from Members entitled to vote on the Special Resolution by those Members present and those received by proxies, shall number not less than seventy five per cent (75%) of the Members who voted on the Special Resolution to amend the Constitution.

29 Procedures, Policies and Criteria Documents Created by the Board

29.1 The Board of Directors only will have the power to create or amend documents concerning procedures, policies and criteria considerations that are necessary for the proper functioning of the Institute. The Board may from time to time, but in any case in its absolute discretion, seek comments or submissions from Members regarding the form, substance or content of any procedures, policies of criteria considerations. Except for the Governing Criteria mentioned in clause 17.7, Members will have no right to receive or review or comment upon the form, substance or content of any procedures, policies or criteria considerations created by the Board. The Board may in its discretion delegate to officers of the Institute responsibility for drafting new or amending existing procedures, policies and criteria considerations, but in every case any newly created or amended procedures, policies or criteria considerations may only be adopted by the Board of Directors.