

**CONSTITUTION
OF
POINT OF PURCHASE ADVERTISING INTERNATIONAL
(POPAI)
A COMPANY LIMITED BY GUARANTEE**

1. INTRODUCTION

- 1.1. This is the Constitution of the Australia and New Zealand Chapter of Point of Purchase Advertising International, ABN# 21072736693, and having its official website at www.popai.com (**'POPAI'**).
- 1.2. POPAI is a Company limited by Guarantee.
- 1.3. POPAI does not have the power to issue shares.
- 1.4. This Constitution is based on the rules and requirements of the Corporations Act 2001 (including any amendments thereto from time to time)(the **'Act'**), and its purpose is to assist the Directors and Members of POPAI to manage the affairs of POPAI efficiently and in accordance with all applicable laws (**'Applicable Laws'**) and principles of good governance.
- 1.5. The objectives of POPAI are to:
 - (a) Engage in and promote the research, study and promotion of the point of purchase advertising industry in Australia and New Zealand through methods the Directors and Members deem appropriate;
 - (b) Manage POPAI's assets (for example, make investments) and liabilities (for example, litigation);
 - (c) Implement POPAI's strategic plan from time to time; and
 - (d) Undertake any other activities the Board deems necessary to fulfill POPAI's objectives.
- 1.6. POPAI may undertake the following activities, in addition to any other activities the Board of Directors of POPAI (the **'Board'**) deems advisable or necessary, solely for the purpose of carrying out its objectives:
 - (a) Hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection thereto; provided, however, that no Member shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by POPAI.
 - (b) Subscribe to become a member of, cooperate with or amalgamate with any other association or organisation (incorporated or not), whose objectives are similar to those of POPAI.
 - (c) Purchase, lease or otherwise acquire, lease or manage real or personal property.
 - (d) Enter into any arrangements with any Commonwealth, State, Municipal or Local Government or other authority that are aligned with POPAI's objectives.
 - (e) Appoint, employ, remove or suspend any managers, clerks, secretaries, employees or other persons.
 - (f) Establish or support the establishment of associations, institutions, funds, trusts or other legal entities for the benefit of current or former POPAI employees (for example, to grant pensions and allowances, or to provide insurance or superannuation).
 - (g) 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 POPAI in the shape of donations, annual subscriptions or otherwise.

- (h) Print and publish any newspapers periodicals, books or leaflets that POPAI may think desirable for the promotion of its objectives.
- (i) Make donations for patriotic or charitable purposes.
- (j) Provide a useful and cost effective range of services, facilities and benefits to Members, including hosting or participating in events; provided, however, that POPAI does not sell to or charge a fee for liquor, to attendees of any such event.
- (k) Employ and remunerate POPAI employees, who may be Directors or Members, subject to Section 2.
- (l) Exercise any powers that POPAI is authorised or required to do by any Applicable Law; provided, however, that POPAI shall not use its funds to support any activities which would make POPAI a Trade Union.

2. USAGE OF POPAI'S INCOME

- 2.1 POPAI shall use its income and property solely for the purpose of promoting its objectives, as provided in this Constitution.
- 2.2 POPAI shall not distribute, pay or transfer to any Member, directly or indirectly, by way of dividend, bonus or otherwise, any income or property of POPAI; provided, that:
 - (a) POPAI may, at the Board's discretion, remunerate any Director, Member, committee member or professional advisor of POPAI at reasonable commercial rates in return for services actually rendered to POPAI, for goods or services supplied in the ordinary course of business; and
 - (b) Each POPAI Board Member may be remunerated in an amount determined by POPAI in a General Meeting for his or her services; as well as being reimbursed for all reasonable travel and other expenses properly incurred in the course of carrying out POPAI's business.

3. LIABILITY OF MEMBERS

- 3.1 Liability of the Members is limited.
- 3.2 Each Member undertakes that it shall contribute to the property of POPAI in the event of POPAI being wound up, for payment of its debts and liabilities, either while the Member is a member or within one (1) year after such Member ceases to be a Member, for payment of the debts and liabilities of POPAI contracted before such Member ceases to be a Member, for any costs and expenses relating to the winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one hundred dollars (\$100).

4. ACCOUNTS

- 4.1 True and accurate accounts shall be kept of all sums of money received and expended by POPAI and the matter in respect of which such receipt and expenditure takes place.
- 4.2 POPAI's accounts shall be available for inspection by any Member upon reasonable advance notice by the Member.
- 4.3 The accounts of POPAI shall be reviewed by one or more properly qualified Auditor or Auditors at least once during every one (1) year period, which shall report to the Board and Members regarding such accounts in accordance with the provisions of the Act.

5. MEMBERSHIP

- 5.1 A list of the names, addresses and occupations of the Members shall be maintained by the Board and periodically updated on POPAI's website.

- 5.2 All companies, other kinds of associations (including Unincorporated Associations) and individuals which the Board admits to become Members of POPAI in accordance with this Constitution, shall be Members of POPAI.
- 5.3 Every Member which prior to agreeing to become a Member of POPAI has paid a fees due as a Member of an Unincorporated Association, shall not be liable to pay any further sum by way of annual subscription to POPAI for the period prior to the date that that subscription would have expired.

6. APPLICATION FOR MEMBERSHIP

- 6.1 Every membership application shall be processed by the General Manager of POPAI from time to time, whom shall have the authority to process and accept or reject, all applications. If the General Manager is unable to determine whether to accept or reject an application, the General Manager shall as the Board via valid electronic communications, including email or a scanned and signed copy of a validly authorised legal document sent via email (in any case, **'Electronic Communications'**) or at the next Board meeting, whom shall decide whether to accept or reject such application by a decision of a vote of three (3) or more Directors. In no case shall the General Manager or Board be required to give any reason for the rejection of a membership application.
- 6.2 Membership applications shall be made in writing online using the form provided on POPAI's website from time to time.
- 6.4 As soon as practicable after a membership application is accepted by the Board, the General Manager Secretary shall send the applicant notice of such acceptance by Electronic Communications and a request for payment of the first annual subscription fee (the **'First Annual Subscription Fee'**). At the Board's discretion from time to time, an entrance fee ('Entrance Fee') may also be charged to new Members. Upon confirmation by the General Manager of payment of the First Annual Subscription Fee, the applicant shall become a member.

7. MEMBERSHIP FEES

- 7.1 The First Annual Subscription Fee, subsequent annual fees (each an **'Annual Fee'**) and any Entrance Fee shall be in amounts such as POPAI in a General Meeting shall from time to time resolves.
- 7.2 All Annual Fees shall be due and payable on or before the anniversary of the date a Member became a Member.

8. CESSATION OF MEMBERSHIP

- 8.1 If a Member's Annual Fee remains unpaid as of 120 days from invoice date, the General Manager may send a default notice to such Member, and the Member shall be deemed to have resigned ten (10) days after the date of such default notice, if the Member has not paid its Annual Fee before the end of such ten (10) day period.
- 8.2 A Member may at any time by giving written notice to the General Manager, resign from being a Member of POPAI; provided, however, that such Member shall continue to be liable for any Annual Fee and any other payments and expenses due and unpaid at the date of such resignation.
- 8.3 A Member who has resigned under Section 8.1 or 8.2 above who pays all unpaid and outstanding fees, and any such further fees as may be determined by the Board, may re-apply to be a Member under Section 7, which application the Board may in its discretion admit or reject.
- 8.4 If any Member wilfully refuses or neglects to comply with the provisions of this Constitution, or is guilty of any conduct which in the opinion of the Board is prejudicial to the best interests of POPAI, the Board shall have the power by resolution to censure,

fine, suspend or expel the Member; provided, however, that at least ten (10) days before the Board Meeting at which such resolution is passed, the Member shall have received notice of such Board Meeting and of what is alleged against the Member, giving such Member the opportunity to respond orally or in writing to such allegations; provided, further, that any such Member may by written notice lodged with the Secretary at least twenty-four (24) hours before such Board Meeting, elect to have the allegations being made against it reviewed at a General Meeting. In the event a General Meeting is called for this purpose, such General Meeting by a majority of two-thirds of those present and voting by ballot, may pass a resolution to censure, fine, suspend or expel such Member.

9. GENERAL MEETINGS

- 9.1 General Meetings of POPAI shall be held in accordance with Applicable Law.
- 9.2 Any three (3) Directors may convene a General Meeting whenever they think fit.
- 9.3 General Meetings may also be convened by the Secretary upon the request of not less than five percent (5%) of the Members or as provided in the Act; provided, however, that the request shall:
 - (a) be in writing (with separate identically worded copies of a document specifying the request and each signed by a Member being acceptable if each copy is identical);
 - (b) state the resolution to be proposed at the General Meeting;
 - (c) be signed by the Member(s) making the request; and
 - (d) be delivered to POPAI (via the Secretary).
- 9.4 Notice periods for General Meetings shall be as follows:
 - (a) Two (2) months if the Secretary calls a General Meeting pursuant to a request under Section 9.3; provided, however, that the Secretary shall call such meeting within ten (10) days of receiving the request;
 - (b) Twenty-eight (28) days for a General Meeting at which any election of Directors or other officers is to be held;
 - (c) Twenty-one (21) days of any other General Meeting (including for a General Meeting to remove a Director or Auditor), except in case of (i) an Annual General Meeting, if all Members entitled to attend and vote at the Annual General Meeting agree to such shorter notice period before such General Meeting; or (ii) any other General Meeting, if at least 95% of the Members who are entitled to vote at the Annual General Meeting agree to such shorter notice period before such General Meeting.
- 9.5 Notice of every General Meeting shall be given to every Member via Electronic Communications, with no other persons being entitled to receive such notice other than the Auditor, as specified in Section 9.6.
- 9.6 POPAI shall give its Auditor notice of all General Meetings in the same way POPAI provides its Members with notice, as well as any other communications relating to the General Meeting that a Member is entitled to receive.
- 9.7 A notice of a General Meeting shall specify:
 - (a) the place, date and time for the General Meeting (and, if the General Meeting is to be held in two or more places, the technology that will be used to facilitate the General Meeting);
 - (b) the general nature of the business of the General Meeting;
 - (c) the intention to propose a special resolution and the contents of the resolution, if a special resolution is to be proposed at the General Meeting; and
 - (d) that if a Member is entitled to appoint a proxy, confirmation of such right and whether or not the proxy needs to be a Member.

- 9.8 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of the General Meeting by any person entitled to receive notice, shall not invalidate the proceedings of that General Meeting.
- 9.9 The following Members may give notice in via identical, valid forms of Electronic Communications specifying the proposed resolution and signed by the Members proposing to move the resolution, of a resolution that they propose to move at a General Meeting:
- (a) at least 5% of the Members who are entitled to vote on the resolution; or
 - (b) at least five (5) Members who are entitled to vote at a General Meeting.
- 9.10 If POPAI has been given notice of a resolution under Section 9.9, the resolution shall be considered at the next General Meeting that occurs one (1) month or more after the notice is given, and POPAI shall give all its Members notice of the resolution at the same time, or as soon as practicable afterwards and in the same way, as it gives notice of a General Meeting; provided, however, that POPAI need not comply with such a request if it is more than 1000 words long or defamatory.
- 9.11 POPAI is responsible for the cost of giving Members notice of the resolution via Electronic Communications if POPAI receives the notice in time to send it out to Members together with the notice of a General Meeting, but if POPAI does not receive it in time, the Members requesting the General Meeting will be jointly and severally liable for expenses reasonably incurred for sending such notice.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1 No business shall be transacted at any General Meeting unless there is a quorum of three (3) or more Members present in person at the time when the meeting proceeds to business.
- 10.2 If within thirty (30) minutes from the time appointed for the General Meeting a quorum is not present, the General Meeting shall be dissolved if it has been convened upon the requisition of Members, and in any other case it shall stand adjourned until such other day and at such other time and place as the Board may determine.
- 10.3 The Chairperson of the Board shall preside as Chairperson at every General Meeting of POPAI or, if there is no Chairperson or if the Chairperson is not present within fifteen (15) minutes after the time appointed for the General Meeting to start or if the Chairperson is unwilling to act, the Members present shall elect one of their Members to be Chairperson of that General Meeting.
- 10.4 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) requested by the Chairperson or by at least three (3) Members present in person or by proxy.
- 10.5 Unless a poll is demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of POPAI shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 10.6 The demand for a poll may be withdrawn.
- 10.7 If a poll is demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll shall 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 shall be taken forthwith.
- 10.8 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 shall be entitled to a second or casting vote.

- 10.9 Members shall each have one vote in person (including by their authorized representative in case of a corporate Member), by proxy or by attorney.
- 10.10 No Member shall be entitled to vote at any General Meeting if their Annual Fees are more than one hundred and thirty (130) days in arrears at the commencement of the General Meeting.
- 10.11 An adjourned meeting is a continuation of the meeting, not a new meeting.

11. PROXIES

- 11.1 The instrument appointing a proxy shall be in writing by valid via Electronic Communications to POPAI's email address by the Member appointing the proxy or by the Member's authorised attorney, and shall include the following information:
- (a) the Member's name and address and signature;
 - (b) POPAI's name;
 - (c) the proxy's name and address;
 - (d) the General Meeting(s) at which the appointment may be used; and
 - (e) if the Member wishes to make a specific direction to the proxy as to how the proxy shall vote on a particular matter then the manner in which the vote shall be exercised.
- 11.2 A proxy may be a standing proxy and shall continue until POPAI receives notification in writing of the termination of the proxy.
- 11.3 A proxy shall only be valid for a meeting if, before the commencement of the meeting, POPAI has received the proxy's appointment and the appointment is signed by the Member's attorney, the authority under which the appointment was signed or a certified copy of the authority.
- 11.4 Unless POPAI has received Electronic Communications of the matter before the start or resumption of the General Meeting at which a proxy has been authorised to vote, a vote cast by the proxy will be valid, including if prior to the proxy voting, the Member having appointed the proxy has died or become incapacitated, or if the Member has revoked the proxy's appointment.

12. THE BOARD OF DIRECTORS

- 12.1 The Board shall comprise a minimum of eight (8) Members and a maximum of ten (10) Members, including in all cases two (2) Directors elected directly by the Board Members.
- 12.2 Each Director's term shall be for an initial term of two (2) years. Each Director shall be eligible for re-election for one (1) additional two (2) year term only; provided, however, that the Chairperson and Chief Financial Officer may at the request of a majority of the Board remain on the Board for up to one (1) year after the end of his or her initial or additional term to assist with transition of their role to the new Chairperson or Chief Financial Officer respectively.
- 12.3 The office bearers of POPAI shall consist of a Chairperson, Vice Chairperson, Secretary, and any other positions the Board deems necessary from time to time, all of whom shall be appointed by the Board from amongst the Board Members.
- 12.4 The current Board Members at any time shall be listed on POPAI's website.
- 12.5 Election of Directors shall take place at an Annual General Meeting, as follows:
- (a) any Member of POPAI may nominate an authorised representative of any other Member, or in case of individual Members, the Member, to serve as a Director;
 - (b) each nomination shall be in writing and signed by the Member making the nomination, and lodged with the Secretary at least twenty-eight (28) days before

the Annual General Meeting at which the election is to take place; twenty-one (21) days prior to the Annual General Meeting all nominees' profiles shall be posted in alphabetical order on POPAI's website; and all Members may vote online from the date on which nominees are posted on POPAI's website until seven (7) days before the date of the Annual General Meeting.

- (c) in case there shall not be a sufficient number of candidates nominated, the Board may fill the remaining vacancy or vacancies.
- 12.6 POPAI may by resolution passed at a General Meeting increase or reduce the minimum and/or maximum number of Directors.
- 12.7 The Board shall have the power at any time to appoint an authorised representative of a Member, or in case of an individual Member, the Member, as a Director either to fill a casual vacancy or as an addition to the existing office-bearers or other Directors but so that the total number of office-bearers and other Directors shall not at any time exceed the number fixed in this Constitution. Any Director so appointed shall hold office until the commencement of the Annual General Meeting at which the Director whose place the appointee fills become vacant by application of the rotation created by this Constitution, and shall be eligible for re-election in accordance with this Constitution.
- 12.8 Directors are required to be authorised representatives of a Member and will immediately resign via Electronic Communications from their position as a Director if s/he ceases to be an authorised representative of such Member (or in case of a Director being an individual Member, if such Member ceases to be a Member). Additionally, POPAI may remove any Director before the expiration of his or her term and may by an ordinary resolution appoint another person in his or her place. The person so appointed shall hold office until the Annual General Meeting at which the Director whose place the appointee fills becomes vacant by application of the rotation of Directors created by this Constitution, and shall be eligible for re-election in accordance with this Constitution.
- 12.9 A Director's position shall cease and become vacant if he or she:
 - (a) dies;
 - (b) resigns by notice delivered via Electronic Communications to POPAI;
 - (c) is disqualified from acting as Director as a consequence of any provision of the Act;
 - (d) becomes mentally ill or his or her affairs come under protective jurisdiction; or
 - (e) becomes bankrupt or makes an assignment to or composition with his or her creditors.
- 12.10 No proceedings of the Board shall be invalidated by reason of the fact that a Director takes part in a meeting or votes on a resolution of the Board whilst disqualified unless the other Directors at the meeting knew of or could reasonably have known of the disqualification.

13. POWERS AND DUTIES OF THE BOARD

- 13.1 POPAI shall be managed by or under the direction of and controlled by the Board.
- 13.2 The Board has and may exercise any of the functions conferred or imposed on it by or under this Constitution.
- 13.3 Without prejudice to and without limiting the powers conferred by this Constitution, the Board shall have the power to do any of the following:
 - (a) open and maintain a bank account or bank accounts to be operated by such person or persons whether Directors or not as it shall from time to time determine;
 - (b) appoint staff, as necessary;

- (c) employ and superannuate officers and employees;
 - (d) review staff positions at intervals not exceeding three (3) years;
 - (e) publish and distribute information concerning this Constitution and the regulations to Members and other interested persons;
 - (f) do all such other things that are in the opinion of the Board incidental to or conducive to the attainment of the objectives of POPAI;
 - (e) do all things necessary to give effect to the powers contained in this Constitution; and
 - (f) do all such things as may be permitted by the Act.
- 13.4 The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of POPAI for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors) for such period and subject to such conditions as they think fit. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors deem appropriate.
- 13.5 All acts performed by any Board Meeting, of a Committee or by any person acting as a Director are valid even if it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a Committee member, or to act as a Director, or that a person was so appointed was disqualified.
- 13.6 The Board may exercise all the powers of POPAI to borrow money and to mortgage or charge its property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of POPAI.
- 13.7 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to POPAI shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be by any two (2) Directors or in such other manner as the Board may determine from time to time.
- 13.8 The Board shall cause minutes to be made (**‘Minutes’**) specifying:
- (a) all appointments of officers and employees;
 - (b) the names of the Directors present at all meetings of POPAI and the Board; and
 - (c) all proceedings at all meetings of POPAI and the Board.
- 13.9 The Minutes shall be circulated to all Board Members as soon as practicable after each Board meeting via Electronic Communications. After receiving and incorporating any comments and final approval by Electronic Communications of all Board Members present at a Board Meeting, the Chairperson shall provide final sign-off of the Minutes, in any case no later than the day prior to date of the Board meeting following the Board meeting for which the Minutes have been prepared.
- 13.10 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 13.11 A Director may at any time and the person performing the duties of Secretary to the Board shall on the requisition of a Director convene a Board Meeting.
- 13.12 Subject to this Constitution, questions arising at any Board Meeting shall be decided by a majority of votes and a determination by a majority of the Directors present shall for all purposes be deemed a determination of the Board.
- 13.13 In case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.
- 13.14 The quorum necessary for the transaction of the business of the Board shall be a majority of the total number of Directors present at the General Meeting or such greater number as may be fixed by the Directors.
- 13.15 Current Directors may act notwithstanding any vacancy in the Board.

- 13.16 If and for so long as the number of Directors is less than the number fixed as the quorum, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number fixed for quorum or for convening a General Meeting of POPAI, but for no other purpose.
- 13.17 The Chairperson shall preside as Chairperson at every Board Meeting; provided, however, that the Vice Chairperson will preside if the Chairperson is not present.
- 13.18 A resolution in writing signed by all Directors for the time being entitled to received notice of a Board Meeting shall be as valid and effectual as if it had been passed at a Board Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Directors.

14. COMMITTEES

- 14.1 The Board may delegate any of its powers and or functions (not being duties imposed on the Board as the Directors of POPAI by Applicable Law) to one or more committees (each, a ‘**Committee**’) consisting of such Board Members and/or Member or Members of POPAI as the Board thinks fit, and:
- (a) such Committees may be ‘subject experts’ or ‘advisory’ in nature;
 - (b) such Committees shall meet as often as the Board directs;
 - (c) such Committees shall report to the Board at intervals and in such format as the Board from time to time prescribes;
 - (d) any Committee so formed shall comply with Applicable Law and any rules that are be prescribed by the Board from time to time;
 - (e) the Board may create or dissolve a Committee any time if thinks fit; and
 - (f) a Member may sit on more than one Committee.
- 14.2 All acts performed by any Board Meeting or a Committee or by any Director shall, notwithstanding whether it is later discovered that there was a defect in the appointment of the Committee or Director, or that the Directors or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director or Committee member.

15. GENERAL MANAGER / CHIEF EXECUTIVE OFFICER

- 15.1 A General Manager or Chief Executive Officer may be employed by the Board for such term and upon such conditions as the Board may from time to time determine.
- 15.2 The General Manager or Chief Executive Officer has and may exercise such functions as are conferred or imposed on the Chief Executive Officer by the Board.
- 15.3 The Board may, from time to time, appoint a person to act as General Manager or Chief Executive Officer during the illness or absence of the General Manager or Chief Executive Officer and the person, while so acting, has and may exercise all of the functions of the General Manager or Chief Executive Officer and is taken to be General Manager or Chief Executive Officer.
- 15.4 The General Manager or Chief Executive Officer may delegate to a person the exercise of:
- (a) any of the functions of the General Manager or Chief Executive Officer under this Constitution other than this power of delegation; or
 - (b) any functions delegated to the General Manager or Chief Executive Officer by the Board, unless the Board otherwise provides in its instrument of delegation.
- 15.5 The General Manager or Chief Executive Officer shall have power to enter into Contracts binding POPAI up to a value that shall from time to time be determined by the Board.

16. EXECUTION OF DOCUMENTS; NO POPAI COMMON SEAL

- 16.1 Unless the Directors resolve to the contrary, POPAI shall not have a common seal.
- 16.2 The Directors may at any time resolve that POPAI shall have a common seal.
- 16.3 A document shall be validly executed and shall be binding upon POPAI if it is signed by any two (2) Directors.
- 16.4 In case the Directors resolve to have a common seal, the Directors shall provide for the safe custody of the seal and shall only use the seal by the authority of the Directors or of a Committee authorised by the Directors. In this case, the affixing of the seal shall be sufficient and shall bind POPAI if it is affixed in the presence of one (1) Director. A Director may affix the seal to or sign any instrument on behalf of POPAI notwithstanding that the Director may be in any way interested in the transaction.

17. ACCOUNTS

- 17.1 The Board shall cause proper accounting and other records to be kept.
- 17.2 The Board shall distribute to every Member via Electronic Communications, copies of all profit and loss statements and balance sheets (including all documents required by Applicable Law to be attached thereto), accompanied by a copy of the Auditors report as required by Applicable Law.
- 17.3 The Board shall cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account, finalised until the end of POPAI's financial year but in no case shall that date be more than five (5) months before the date of the Annual General Meeting.
- 17.4 The Board shall from time to time determine at what times and places and under what conditions or regulations the accounting and other records of POPAI shall be open to the inspection of Members; provided, that all Members shall have a reasonable opportunity to inspect those records.

18. AUDITS

A properly qualified Auditor or Auditors shall be appointed by the Board, and their duties regulated in accordance with Applicable Law.

19. NOTICES

- 19.1 A notice may be given by POPAI to any Member using any of the following means:
 - (a) personally; or
 - (b) by Electronic Communications;
 - (c) by sending it by pre-paid post to the Member at the Member's registered office or the address supplied by the Member to POPAI for giving of notices to the Member; or
 - (d) to any address given by the Member to POPAI for the delivery of facsimile messages or messages transmitted by electronic or like means.
- 19.2 Any notice issued by a court of law or otherwise required or otherwise delivered by POPAI to Members by advertisement shall be sufficiently advertised if advertised once in one (1) daily newspaper circulating in the State or Territory capital city and metropolitan area of the State or Territory in which a majority of the Members have a registered address.

20. INDEMNITIES

- 20.1 Subject to the Act, every Director, Secretary, Manager, other officer of POPAI, and POPAI's Auditor shall be fully indemnified from POPAI's funds against any and all liabilities incurred by such person in defending any proceedings whether civil or criminal, only in cases in which judgement is given in the person's favour, in which the person is acquitted, or in connection with any application under the Act in which relief is granted to the person by a court.
- 20.2 Subject to the Act, no Director or Auditor of POPAI shall be liable for the acts, neglect or default of any other Director or the Auditor for any loss or expense incurred by POPAI through the inefficiency or deficiency of title to any property acquired by order of the Directors or on behalf of POPAI, or for the insufficiency or deficiency of any security in or upon which any of the monies of POPAI shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities, or effects shall be deposited or for any loss occasioned by any error of judgement omission default or oversight on the persons part or for any other loss damage or misfortune whatsoever which shall happen in relation to those things unless the same shall happen through the persons own negligence default breach of duty breach of trust or dishonesty.
- 20.3 To the extent permitted by Applicable Law, POPAI may agree to pay in its discretion, a premium in respect of a contract insuring a person who is or has been a Director or officer of POPAI against liability incurred by such person in his or her capacity working as a Director or officer of POPAI; provided, however, that such liability does not arise out of conduct involving a wilful breach of duty in relation to POPAI or a contravention of the Act.

21. DISPUTE RESOLUTION; MEDIATION

- 21.1 In the event a dispute arises concerning the affairs of POPAI between the Directors, the Directors and a Member, the Members, or between POPAI and a Member, the parties to the dispute shall first attempt to resolve the dispute amicably through discussions in good faith.
- 21.2 In the event the parties are not able to resolve the dispute amicably, the dispute shall be resolved through mediation, as follow:
- (a) Either party may commence a mediation by serving a mediation notice via Electronic Communications on the other party using the registered Sydney office of the accounting and advisory firm, Moore Stephens Sydney (whom shall as soon as practicable via Electronic Communications notify the other party to the dispute), stating that a dispute has arisen, whom the dispute is between, and identifying the nature of the dispute.
 - (b) The parties shall jointly appoint a mediator. If the parties fail to agree on the appointment within seven (7) days of service of the mediation notice, on the request of either party a mediator will be appointed by the Secretary of the Law Institute or Law Society (as the case requires) of the State or Territory in which POPAI has its registered office.
 - (c) The parties shall observe the instructions of the Mediator about the conduct of the mediation execute any written agreements that the Mediator may reasonably ask them to execute and make a genuine and determined effort to resolve the dispute.
 - (d) If the dispute is not resolved within 14 days after the Mediator is appointed or any other time that the parties are agreed to in writing, the mediation ceases.
- 21.3 The Directors and the Members shall, as far as reasonably practicable and provided to do so is not in breach of Applicable Law, maintain the status quo concerning the affairs of POPAI while any mediation is in process.

- 21.4 Each party to a dispute shall pay an equal share of the mediation costs to the Mediator.
- 21.5 The parties to a dispute will agree with the mediator's decision, which shall be final and binding on the parties.
- 21.6 The mediation procedure shall be confidential between the Mediator, the parties and the Board. Written statements prepared for the Mediator or for a party, any discussions between the parties and between the parties and the Mediator before or during the mediation procedure, and any notes made during the mediation, shall be destroyed at the end of the mediation and shall not be used in any legal proceedings.

22. BY-LAWS AND REGULATIONS

- 22.1 POPAI may at a General Meeting pass a resolution (not being a Special Resolution) making, altering or revoking a by-law or regulation dealing with:
- (a) the rights or obligations of Members; or
 - (b) other matters which are not specified in this Constitution or the Act.
- 22.2 A by-law or regulation which, directly or indirectly, is inconsistent with a provision of this Constitution or the Act, shall be invalid.
- 22.3 A copy of any alteration or addition made to the by-laws or regulations shall be sent to every Member; provided, however, that the omission, unless wilfully made, to send a copy or the non-receipt of such copy shall not invalidate the alteration or addition.
- 22.4 The Board is the sole authority for interpreting the by-laws and regulations.

23. DISSOLUTION AND WINDING UP

- 23.1 If upon the dissolution or winding-up of POPAI any property remains, after the satisfaction of all debts and liabilities, such property shall not be paid to or distributed amongst the Members, but shall rather be given or transferred to a fund, authority or institution:
- (a) having objectives similar to the objectives of POPAI;
 - (b) which prohibits the distribution of its income and property to a similar extent to that imposed on POPAI by this Constitution; and
 - (c) which is approved by the Commissioner of Taxation as a fund, authority or institution.

24. SEPARATE GIFT FUND

- 24.1 If the purposes of POPAI include a charitable purpose permitting POPAI to be an entity to which tax deductible gifts can be made, then POPAI shall establish and maintain for that purpose a separate gift fund (**'Separate Gift Fund'**) into which all gifts of money or property gifted for the charitable purpose shall be made, and into which any money received by POPAI by reason of such gifts shall be credited.
- 24.2 No money or property other than property or money gifted to POPAI for a charitable purpose may be paid into the Separate Gift Fund.
- 24.3 POPAI shall use gifts made to the Gift Fund, and any money received because of such gifts, only for charitable purposes.
- 24.4 All receipts for gifts to the Separate Gift Fund shall be issued in the name of POPAI and shall include, the name of POPAI and the purpose for which the gift is applied, the fact that the receipt is for a gift, and the Australian Business Number of POPAI.

25. INCONSISTENCIES WITH THE CORPORATIONS ACT

- 25.1 In the event that any of the provisions in this Constitution are inconsistent with or in breach of any of the provisions of the Act, this Constitution shall be read down to the extent that it complies with the Act, and any provision that is inconsistent with or in breach of Applicable Law shall be deemed to be struck out and shall not form part of this Constitution.
- 25.2 In the event that the provisions of the Act permit an action to be taken, a decision to be made or a meeting to be held in a way that is more beneficial or convenient for POPAI, the Directors or Members than as required or permitted by this Constitution, then the Directors may in their discretion act in a manner permitted by Applicable Law.

26. ADOPTION AND AMENDMENTS TO CONSTITUTION

- 26.1 The Members may amend or repeal this Constitution, or a provision of this Constitution, by special resolution passed at either an Annual General Meeting or at an Extraordinary General Meeting.
- 26.2 A notice of the any amendments shall be provided by Electronic Communications to every Member at least thirty (30) days prior to the date of the meeting.
- 26.3 A special resolution amending, adopting or repealing this Constitution takes effect:
- (a) if no later date is specified in the resolution, then on the date on which the resolution is passed; or
 - (b) if on a later date specified in, or determined in accordance with, the resolution.
- 26.4 POPAI shall send of a copy of this Constitution (as amended from time to time) to a Member within seven (7) days if the Member:
- (a) asks POPAI, in writing for the copy; and
 - (b) pays any fee (up to the prescribed amount) required by POPAI.

END