MoveBank Ltd

ABN 91 087 651 090

CONSTITUTION

Version Date	Approved at 2025 AGM held 13 November 2025
Approver	Members of MoveBank Ltd

(This Constitution is as originally adopted by Members at the 36th (November 2004) Annual General Meeting and further amended at the 38th (November 2006), at the 46th (November 2014) Annual General Meeting, at the 52nd (November 2020) Annual General Meeting, at the June 2025 Special General Meeting and at the at the 57th (13 November 2025) Annual General Meeting)

PREAMBLE

The ***company*** is a public company limited by shares organised on the basis of the Principles of Mutuality.

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Constitution

1. INTRODUCTORY MATTERS

1.1 Definitions

In this Constitution, unless the context requires otherwise:

ADI	a body corporate that ***APRA*** has authorised to conduct banking business in Australia under the *Banking Act 1959* (Cth)
APRA	Australian Prudential Regulation Authority
board	the ***board*** of ***directors***
candidate	a person whom the ***Director Nominations Committee*** determines to be a candidate under Appendix 5 Rule A5-2(6)
casual director	a ***director*** appointed by the ***board*** pursuant to Rule 13.4.1(1) of Division 13
company	MoveBank Ltd ABN 91 087 657 090
Corporations Law	the Corporations Act (Cth) and any and all regulations, rulings or other subordinate legislation made under it, including any and all amendments or replacements thereof
customer	a person who holds a ***deposit*** account or loan account with the ***company***
demutualisation proposal	any proposal: (a) that would cause the ***company*** to cease to be a ***mutual entity***; (b) that would enable the ***company*** to cease to be a ***mutual entity*** without further approval by ***member*** resolution; or (c) to conduct a reduction of capital, scheme of arrangement, deed of arrangement, transfer of business, or any other form of corporate restructure, where after completion of the restructure: (i) the successor to the ***company's*** business is not a ***mutual entity***; or (ii) a person who is not a ***mutual entity***, or a group of persons any of whom is not a ***mutual entity***, holds more than 90% of the ***shares*** in the ***company***.

deposit	the placement of money in an account that the ***company*** conducts in the ordinary course of its banking business
direct vote	a vote delivered to the ***company*** by such means as approved by the ***board***
director	a director for the time being of the ***company***
Director Nominations Committee	the committee appointed by the ***board*** in accordance with Appendix 6
elected director	a ***director*** appointed by the ***members*** and ***MCI Holders*** entitled to a vote pursuant to Rule 13.3 Division 13
eligible member	a ***member*** who, as at the relevant date: (a) has been a ***member*** continuously since 17 November 2020; or (b) has been either a member or a ***customer*** at all times in the immediately preceding 2 years. Note: This allows any time a ***member*** spent as a ***customer*** immediately before becoming a ***member*** to be counted towards being an ***eligible member***.
executive director	a ***director*** who is appointed by the ***board*** pursuant to Rule 13.4.4 Division 13
external director	a ***director*** who is appointed by the ***board*** pursuant to Rule 13.4.2 Division 13
financial accommodation	(a) an advance; (b) money paid for, on behalf of or at the request of a person (other than by drawing on the person's ***deposit*** account with the ***company***); (c) a forbearance to require payment of money owing on any account; and (d) a transaction that, in substance, effects a loan or is regarded by the parties to the transaction as a loan, that the ***company*** provides or enters in the ordinary course of its banking business
general meeting	a general meeting of the ***members*** and / or ***MCI Holders*** (as the case requires).
material personal interest	has the same meaning as in Part 2D.1 of the ***Corporations Law***

MCI	means a ***share*** as described in Appendix 3 and stands for 'mutual capital instrument'
MCI Holder	means the holder of a ***MCI*** issued by the ***company***
MCI Issue Price	in relation to a ***MCI***, means the amount payable by a person on issue of a ***MCI***, in accordance with the ***MCI Issue Terms***
MCI Issue Terms	in relation to a ***MCI***, means the terms on which a ***MCI*** are issued
member	means the holder of a ***member share*** issued by the ***company***
member share	means a ***share*** as described in Appendix 3
mutual entity	has the same meaning as in the ***Corporations Law***
prudential standard	(a) any prudential standard that ***APRA*** determines under the *Banking Act 1959* (Cth); (b) any prudential regulation made under *Banking Act 1959* (Cth); and (c) any ***APRA*** transitional prudential standard applying to the ***company*** under the Financial Sector Reform (Amendments and Transitional Provisions) Regulations 1999 (Cth). **Banking Legislation Commentary** ***APRA*** may determine prudential standards under *Banking Act 1959* (Cth) s 11AF. The Treasurer may make prudential regulations under *Banking Act 1959* (Cth) s 11A.
QR	(a) QR Limited ACN 124 649 967 and its wholly-owned subsidiary companies and (b) Any successor companies to QR Limited ACN 124 649 967 (or any of its wholly-owned subsidiary companies) pursuant to the *Infrastructure Investment (Asset Restructuring and Disposal) Act 2009* (Qld) and the announcement by the Queensland Government on 8 December 2009 or any subsequent announcement on the future structure of QR.
secretary	a secretary for the time being of the ***company***
share	means a share in the capital of the ***company*** and includes ***member shares*** and ***MCIs***
subscription price	the amount payable by a person on subscription for a ***member share***

1.2 Interpretation

1. In this Constitution, unless the context requires otherwise:

   a) the singular includes the plural and vice versa;

   b) where an expression is defined in this Constitution, any other grammatical form of the expression has a corresponding meaning;

   c) words and expressions defined in the ***Corporations Law*** have the same meaning in this Constitution;

   d) headings are for purposes of convenience only and do not affect the interpretation of this Constitution;

   e) a reference to a statute or regulation includes all amendments, consolidations or replacements of the statute or regulation;

   f) a reference to this Constitution or another instrument includes all amendments or replacements of the Constitution or the other instrument; and

   g) a reference to a statutory or other body that ceases to exist or the powers and functions of which are transferred to another body includes a reference to the body:

      i. that replaces it; or

      ii. to which substantially all the powers and functions relevant to this Constitution are transferred.

   h) a reference to something being written or in writing or printed is technology neutral and is a reference to any mode of representing or reproducing words in tangible and permanently visible form and includes without limitation emails and documents in electronic form.

2. The notes (commentary) to this Constitution are for purposes of convenience only and do not affect the interpretation of this Constitution. The notes do not form part of this Constitution and may be removed or modified without the ***company*** complying with the ***Corporations Law*** requirements that apply to removal or modification of constitutional provisions.

1.3 Time

Unless expressly provided otherwise, when this Constitution, or any notice given under this Constitution, states a time or a period of time, the time stated is, or the period of time is calculated by reference to, Standard Time or Summer Time, as the case may be, at the ***company's*** registered office.

1.4 Replaceable Rules do not Apply

The replaceable rules in the ***Corporations Law*** do not apply.

1.5 Notices

1. This Rule applies to all notices and documents that the ***Corporations Law*** or this Constitution requires a party to this Constitution to send to another party to this Constitution.

Corporations Law Commentary
The parties to the Constitution are the company and its members, directors and secretaries: see s 140(1).

2. In this Rule, business day means a day that is not:

   a) a Saturday or Sunday; or

   b) a public holiday or bank holiday in the place where the notice is received.

3. A person sending a notice must do so in writing and must address it to the recipient at the following respective addresses:

   a) if to the ***company*** — at its registered office or such other address as the ***company*** specifies to ***members*** from time-to-time; and

   b) if to a ***member*** — at the ***member's*** address appearing on the Register of Members from time-to- time.

Note: Subrule 3.3(3) deals with sending notices to joint ***members*** and joint ***MCI Holders***.

4. A person may send a notice or other document to another person in any of the ways set out in column 2 of the table. The other person receives the notice at the time set out in column 3:

	Delivery Method	Time Person Receives Notice
1	Hand delivering the notice personally	The other person receives the notice (i) if hand delivered before 4:00pm on a business day — on that business day (ii) if hand delivered after 4:00pm on a business day — on the next business day

	Delivery Method	Time Person Receives Notice
		(iii) if hand delivered on a day other than a business day — on the next business day
2	Sending the notice by ordinary post	The other person receives the notice on the third business day after posting unless it is actually delivered earlier
4	Sending the notice by electronic means	The other person receives the notice: (i) if sent before 5:00pm on a business day — on that business day (ii) if sent after 5:00pm on a business day — on the next business day (iii) if sent on a day other than a business day — on the next business day This rule does not apply where the person sending the notice by electronic means has evidence that the notice did not reach the other person's electronic address

5. If a person sends a ***member*** a notice in accordance with this Rule, any person to whom that ***member*** transfers or transmits a ***share*** is taken to receive the notice when the first person sent the ***member*** the notice.

1.6 MCI Mutual Entity

The ***company*** is intended to be a MCI mutual entity for the purposes of the ***Corporations Law***.

2. OBJECTS & LIMIT ON POWERS

Corporations Law Commentary

The *Corporations Law* provides that the company has the legal capacity and powers of an individual and of a body corporate: see s 124.

The *Corporations Law* allows the Constitution to set out the company's objects and to expressly limit the company's exercise of its powers: see s 125. The statement of objects is optional. However, the limit on power in Rule 2.2 is a requirement of the Principles of Mutuality.

2.1 Objects

The ***company*** has the objects set out in Appendix 1.

2.2 Customers Must be Members

The ***company*** may only accept ***deposits*** from, or provide ***financial accommodation*** to, its ***members***. However, this Rule does not apply to the following persons who are not ***members***:

a) bodies that do not have the power to acquire, or that the law prohibits from acquiring, the ***company's shares*** providing the majority of persons making up such bodies are eligible to be admitted as a ***member***, as referred to in division 3.1 of Division 3, in their own right; or

b) ***ADIs***.

c) Any person or class of persons as determined by the ***board*** from time to time in its absolute discretion provided any ***financial accommodation*** is on arm's length terms.

3. MEMBERSHIP

3.1 Admission to Membership

Corporations Law Commentary

A person becomes a member of the company if the person agrees to become a member and the company enters the person's name in the Register of Members: see s 231.

1. Subject to any other Rule allowing admission of ***members***, the ***company*** may admit a person as a ***member*** only if the person applies for a ***member share***.

Note: The ***company*** may also admit a person as a ***member*** by registering a transfer or transmission of a ***member share*** to the person under Rule 9.3 of Division 9, Rule 10.1, Rule 10.2 or Rule 0. of Division 10

2. The ***company*** may admit a person as a ***MCI Holder*** only if:

   a) the person makes a written application to be issued a MCI in a form the ***company*** requires; and

   b) the person pays the ***MCI Issue Price*** in cleared funds.

3. The ***board*** has an absolute discretion in exercising the ***company's*** power to admit ***members*** and ***MCI Holders*** without any obligation to give a reason for not admitting a person as a ***member*** or ***MCI Holder***.

4. When the ***company*** admits a person as a ***member***, the ***company*** must:

   a) issue the ***member share*** to the person;

   b) enter the person's particulars in the Register of Members as required by the ***Corporations Law***; and

   c) give the person notice that it has admitted the person as a ***member***.

5. when the ***company*** admits a person as a ***MCI Holder***:

   a) the ***company*** must:

      i. issue the ***MCI*** to the person;

      ii. enter the person's particulars in the Register of Members as required by the ***Corporations Law***; and

      iii. give the person notice that it has admitted the person as a ***MCI Holder***; and

b) the ***MCI Holder*** does not have the rights of a ***member*** who holds a ***member share*** under this Constitution unless that ***MCI Holder*** also holds a ***member share***.

3.2 Delegation of Power to Admit Members

The ***board*** may delegate its power to admit ***members*** or ***MCI Holder*** to officers and employees of the ***company***.

3.3 Joint Members and Joint MCI Holders

1. The ***company*** may admit 2 or more persons eligible for admission under Subrules 3.1(1) and 3.1(2) as a joint ***member*** or joint ***MCI Holder*** *(*as the case requires) of the ***company***.

2. The persons constituting the joint ***member*** or joint ***MCI Holder*** may determine the order in which their names appear in the Register of Members. If the persons constituting the joint ***member*** or joint ***MCI Holder*** do not do so, the ***company*** may determine the order in which their names appear in the Register of Members.

3. The person named first in the Register of Members is the primary joint ***member*** or joint ***MCI Holder*** (as the case requires). The ***company*** may duly send any notice, certificate or other document to the joint ***member*** or joint ***MCI Holder*** by sending it to the primary joint ***member*** or joint ***MCI Holder***. Only the primary joint ***member*** or joint ***MCI Holder*** is entitled to vote on behalf of the joint ***member*** or joint ***MCI Holder***.

4. At any time, a joint ***member*** or joint ***MCI Holder*** may give the ***company*** a notice requiring the ***company*** to change the primary joint ***member*** or joint ***MCI Holder*** or otherwise change the order in which their names appear in the Register of Members. Each person constituting the joint ***member*** or joint ***MCI Holder*** must sign the notice. The ***company*** must change the Register of Members as soon as practicable after receiving the notice.

5. Any person constituting a joint ***member*** or joint ***MCI Holder*** may give an effective receipt for any dividend, distribution on winding-up or return of capital in relation to the joint ***member's*** or joint ***MCI Holder's shares***.

6. The persons constituting a joint ***member*** or joint ***MCI Holder*** are jointly and individually liable for any liability that the joint ***member*** or joint ***MCI Holder*** may have in relation to the joint ***member's*** or joint ***MCI Holder's shares***.

7. In this constitution, the joint ***member*** or joint ***MCI Holder*** is taken to be a person separate to each of the persons constituting the joint ***member*** or joint ***MCI Holder***.

8. The ***company*** is not bound:

    a) to register more than three persons as joint holders of a ***share***; or

b) to issue more than one certificate in respect of ***shares*** jointly held.

> **Corporations Law Commentary**
>
> The *Corporations Law* recognises registration of joint members of a company. The joint members:
>
> - are taken to be a ***single*** member of the company; and
> - may also be members in their own right or jointly with others: see s 169(8).

4. TERMINATION OF MEMBERSHIP

4.1 Removal of the Member's Name from the Register of Members

1. The ***company*** can remove the ***member's*** name from the Register of Members if:

    a) the ***company*** redeems the ***member's member share*** under Rule 4.2, Rule 4.3 or Rule 4.4; of Division 4

    b) the ***company*** forfeits the ***member's member share*** under Subrule 6.3(2);

    c) the ***member*** surrenders the ***member's member share*** under Subrule 6.3(5);

    d) the ***member*** is an individual — the ***member***:

        i. dies;

        ii. becomes a bankrupt and the ***company*** registers the ***member's*** trustee in bankruptcy as the holder of the ***member's member share*** under Rule 10.2; or

        iii. becomes mentally incapable and the ***company*** registers the ***member's*** trustee or guardian as the holder of the ***member's member share*** under Rule 0;

    e) the ***member*** is a body corporate — the ***member*** is deregistered or dissolved; or

    f) the ***member*** is a trustee for an unincorporated association — the ***company*** registers the transfer of the ***member's member share*** to another person who is to act as trustee for the unincorporated association

2. The ***company*** can remove a ***MCI Holder's*** name from the Register of Members if:

   a) the ***MCI*** is redeemed under Rule A3-13

   b) transferred under Rule 9; or

   c) the ***MCI Holder*** is an individual — the ***MCI Holder***:

      i. dies;

      ii. becomes a bankrupt and the ***company*** registers the ***MCI Holder's*** trustee in bankruptcy as the holder of the ***MCI Holder's MCI*** under Rule 10.2; or

      iii. becomes mentally incapable and the ***company*** registers the ***MCI Holder's*** trustee or guardian as the holder of the ***MCI Holder's MCI*** under Rule 0;

   d) the ***MCI Holder*** is a body corporate — the ***MCI Holder*** is deregistered or dissolved;

   e) the ***MCI Holder*** is a trustee for an unincorporated association — the ***company*** registers the transfer of the ***MCI Holder's MCI*** to another person who is to act as trustee for the unincorporated association; or

   f) is cancelled under the process in Appendix 3.

Note: Rule 2.2 restricts the ***company*** from accepting further ***deposits*** from, or providing further ***financial accommodation*** to, persons who cease to be ***members***.

4.2 Member's Request for Termination

1. A ***member*** may request termination of membership but only upon withdrawing all ***deposits*** and repaying all ***financial accommodation***.

   a) If a ***member*** makes a request under Subrule (1), the ***company*** must redeem the ***member's member share*** as soon as practicable after receiving the request. However, the ***company*** may defer redeeming the ***member's member share*** until the ***board*** is satisfied that the ***member*** has withdrawn all ***deposits*** and repaid all ***financial accommodation***.

4.3 Termination by the Board or under Board delegation

1. The ***company*** may, by ***board*** resolution or under the ***board***'s delegated authority, redeem a ***member's member share*** if, in the reasonable assessment of the ***board*** or its delegate:

   a) the ***member*** fails to discharge the ***member's*** obligations to the ***company***;

   b) the ***member*** engages in conduct detrimental to the ***company***; or

c) the ***member*** obtains membership by misrepresentation or mistake.

2. On redeeming the ***member share***, the ***company*** may pay the amount payable on redemption of the ***member share*** to the ***member*** by:

a) crediting any of the ***member's*** accounts with the ***company***; or

b) such other means as agreed to by the **member**.

4.4 Termination Where Accounts Dormant

1. This Rule does not apply to a retirement savings account to the extent that the *Retirement Savings Account Act 1997* (Cth) provides otherwise.

2. The ***company*** may:

a) determine that the ***member's deposit*** accounts are dormant; and

b) redeem the ***member's member share***,

by ***board*** resolution or under the ***board***'s delegated authority if the ***member*** has not initiated any transactions in relation to any ***deposit*** account in the 12 month period before the date of the resolution.

3. The ***company*** must send notice of the proposed resolution under Subrule (2) to the ***member*** at the ***member's*** last known address as shown on the Register of Members at least 28 days before considering the proposed resolution.

4. On redemption of the ***member share***, the ***company*** must pay the amount payable on redemption of the ***member share*** into the ***member's*** account.

5. If the ***company*** redeems a person's ***member share*** under this Rule, the person may require the ***company*** to reinstate the person's ***deposit*** accounts at any time before the ***company*** pays the money in the ***deposit*** account in accordance with the relevant unclaimed money legislation. If the person requires the ***company*** to reinstate the person's ***deposit*** accounts:

a) the ***company*** must reinstate the person's ***deposit*** accounts as soon as practicable; and

b) if the ***company*** has redeemed the ***member's member share*** — the ***company*** must issue a ***member share*** to the person and may debit the ***member's deposit*** account for the subscription amount.

Banking Legislation Commentary

Section 69 of the *Banking Act 1959* (Cth) deals with unclaimed money.

4.5 Termination if Cease to be Customer

1. The ***company*** may, by ***board*** resolution or under the ***board***'s delegated authority, redeem a ***member's member share*** if:

   a) the ***member*** has not held any ***deposit*** account or loan account with the ***company*** in the last 12 months;

   b) the ***company*** has given the ***member*** at least 28 days' notice of the intention to terminate their membership and redeem their ***member share*** under this Rule; and

   c) the ***member*** does not subsequently open and maintain a ***deposit*** account or loan account with the ***company*** before the time the termination and redemption is to take effect in accordance with the notice.

3. On redeeming the ***member share***, the ***company*** may pay the amount payable on redemption of the ***member share*** to the ***member*** by:

   a) crediting an account with another ADI which is nominated by the ***member*** and notified to the ***company***; or

   b) such other means as agreed to by the ***member***.

4.6 Substitution of Member Shares

1. The ***company*** may, on application from a ***member*** who holds a ***member share*** issued with a ***subscription price*** other than $nil:

   a) redeem the ***member's member share***;

   b) pay the amount payable on redemption of the ***member share*** to the ***member*** by:

      i. crediting any of the ***member's*** accounts with the ***company***; or

      ii. such other means as agreed to by the ***member***; and

   c) on redemption, issue to the ***member*** a substitute ***member share*** with a $nil ***subscription price***.

2. Redemption of a ***member share*** under this Rule 4.6 is permitted in addition to, and not subject to the conditions of, redemption under any other Rules in this Constitution.

3. Redemption under this Rule 4.6 does not terminate the ***member's*** membership, which continues as the same membership, without interruption or break, despite the substitution of ***member shares***.

5. ISSUE OF SHARES

5.1 Classes of Shares

The ***company*** may only issue ***member shares*** and ***MCIs***.

5.2 Board Power to Issue Shares

The ***board*** may exercise the ***company's*** power to issue ***shares*** to the exclusion of the ***general meeting***.

5.3 Restrictions on Issue of Member Shares

1. The ***company*** must not issue:

   a) options to subscribe for ***member shares***;

   b) securities that may be converted to ***member shares***; or

   c) securities with pre-emptive rights to ***member shares***.

2. The ***company*** may only issue ***member shares*** in accordance with Subrule 3.1(3).

3. The ***company*** may only issue 1 ***member share*** to any person. However, the ***company*** may issue to a trustee for an unincorporated association:

   a) 1 ***member share*** to the trustee in the trustee's own right; and

   b) 1 ***member share*** to the trustee as trustee for the unincorporated association.

Note: The ***company*** can issue a ***member share*** to a person who already constitutes a joint ***member*** or to a MCI ***Holder*** (whether jointly or otherwise). See Rule 3.37).

5.4 MCIs

MCIs may be issued and cancelled in accordance with the procedures set out in, and have the rights described in, Division 2 of Appendix 1.

6. CALLS, FORFEITURE AND LIENS

6.1 Payment of Calls on Shares

Corporations Law Commentary

The Corporations Law states that a member holding partly paid shares must pay calls on them in accordance with the terms of issue. This Rule sets out the process for the board to make a call for payment on partly paid shares: see s 254M.

1. This Rule applies if some or all of the ***subscription price*** for a ***share*** is payable on the ***company*** calling up payment of some or all of the unpaid ***subscription price***. This Rule applies in relation to a ***share*** subject to:

   a) any restrictions in the terms of issue for the ***share***; and

   b) any ***special resolution*** providing that the ***company*** can only call up some or all of the ***subscription price*** for ***shares*** if the ***company*** becomes an externally-administered body corporate

2. The ***company*** may call for payment of any amount of the unpaid ***subscription price*** for a ***share*** by ***board*** resolution. The ***company*** must give a ***member*** holding a ***share*** on which the ***company*** has made a call a notice setting out how much, when and how the ***member*** must make the payment. The ***company*** must give the notice at least 14 days before the time the ***member*** must pay the call.

3. The ***company*** may revoke or postpone a call on a ***share*** by ***board*** resolution. The ***company*** must give each ***member*** holding a ***share*** for which the ***company*** has revoked or postponed a call notice as soon as practicable after the ***board*** resolution.

4. In any proceeding to recover unpaid instalments, a ***member*** is conclusively presumed to be liable for a call if:

   a) the ***company's*** minutes record the ***board*** resolution calling for payment of the amount of the call;

   b) the ***member's*** name appeared in the Register of Members as holder of the ***share*** on the date of the ***board*** resolution; and

   c) the ***company*** gave the ***member*** a notice in accordance with Subrule 2.

5. At any time, the ***company*** may accept from a ***member*** prepayment of any amount of the unpaid ***subscription price*** on a ***share***.

6.2 Effect of Failure to Pay Unpaid Amounts

1. This Rule applies if a ***member*** does not pay any amount of the unpaid ***subscription price*** for a ***share*** at the time the amount becomes due. This Rule does not limit any other remedies that the ***company*** may have against the ***member***.

2. The ***member*** must pay:

    a) the amount due on the ***share***; and

    b) all costs and expenses that the ***company*** incurs (including, without limitation, legal expenses on a solicitor and own client basis or full indemnity basis, whichever is the higher) because the ***member*** did not pay the amount when it became due.

The ***company*** may waive all or part of the expenses payable under this Subrule by ***board*** resolution.

3. At any time while the amount payable under Subrule (2) remains unpaid in respect of a ***share***, the ***company*** may give the ***member*** a default notice:

    a) setting out:

        i. how much is due; and

        ii. when the ***member*** must pay the amount due; and

    b) stating that, if the ***member*** does not pay the amount due by that date, the ***member*** will forfeit the ***share***.

The date for payment must be at least 14 days after the date on which the ***company*** gives the ***member*** the default notice. In the absence of any manifest error, the default notice is conclusive evidence of the amount that the ***member*** must pay the ***company*** as at the date the ***company*** issues the default notice.

6.3 Forfeiture and Surrender

1. If a ***member*** does not comply with the default notice issued under Rule 6.2(3), the ***company*** may forfeit any ***share*** to which the default notice relates by ***board*** resolution. However, the ***member*** may always comply with the default notice at any time before forfeiture occurs.

2. The ***company*** may give the ***member*** a notice of forfeiture. In the absence of a manifest error, the notice is conclusive evidence of the facts stated in the notice against all persons claiming to be entitled to the ***share***.

3. The forfeited ***shares*** become the ***company's*** property. The ***company*** may redeem, sell or otherwise dispose of the forfeited ***shares*** on the terms and in the manner that the ***board*** determines.

4. The transferee's title is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the ***shares***. The transferee is not required to see the application of the purchase money.

5. A ***member*** may surrender any ***share*** to which a default notice relates. The ***company*** may deal with surrendered ***shares*** in the same way as it deals with forfeited ***shares***.

6. A ***member*** whose ***shares*** have been forfeited remains liable to pay the ***company*** the amounts due:

   a) less any amount that the ***company*** must pay the ***member*** on redemption of the ***shares***; and

   b) less any amount that the ***company*** receives on sale or disposal of the forfeited ***shares***.

6.4 Liens

1. The ***company*** may at any time exempt a ***share*** wholly or in part from this Rule by ***board*** resolution.

2. The ***company*** has a first and paramount lien on:

   a) every partly-paid ***share*** that a ***member*** holds; and

   b) the proceeds of sale of every partly paid ***share*** that the ***member*** holds; and

   c) dividends payable on every partly-paid ***share*** that the ***member*** holds, for all amounts, whether presently due or not:

   d) payable in relation to the ***share***; or

   e) that the ***member*** or the ***member's*** estate otherwise owes to the ***company***.

3. If an amount secured by a lien in Subrule 2 is presently due, the ***company*** may give the holder of the ***share*** a sale notice:

   a) setting out:

      i. how much is due; and

      ii. when the ***member*** must pay the amount due; and

   b) stating that, if the ***member*** does not pay this amount by that date, the ***company*** may sell the ***share***.

The date for payment must be at least 14 days after the date on which the ***company*** gives the ***member*** the sale notice. In the absence of any manifest error, the sale notice is conclusive evidence of the amount that the ***member*** must pay the ***company*** as at the date the ***company*** issues the sale notice.

4. If a ***member*** does not pay the amount due by the date stated in the sale notice under Subrule 3, the ***company*** may sell the ***shares*** on the terms and in the manner that the ***board*** determines. The ***company*** may:

   a) execute a ***share*** transfer to give effect to a sale of the ***shares***; and

   b) register the transferee as the holder of the ***shares***.

The transferee's title is not affected by any irregularity or invalidity in connection with the sale of the ***shares***. The transferee is not required to see the application of the purchase consideration.

5. A ***member*** whose ***shares*** have been sold remains liable to pay the ***company*** all amounts that the ***member*** or the ***member's*** estate owes to the ***company***, whether or not presently due, less any consideration that the ***company*** receives on sale of the ***shares***.

7. DIVIDENDS

Corporations Law Commentary

The *Corporations Law* states that dividends may be paid only out of profits: see s 254T

Under section 167AD(1)(b) and 167AF(b) 254V(1), a capital instrument will be a MCI only if the Constitution of the MCI mutual entity provides that dividends in respect of the capital instrument are non-cumulative.

7.1 Payment of Dividends for Member shares

No dividend is payable in respect to ***member shares***.

7.2 Payment of Dividends for MCIs

1. Subject to the ***MCI Issue Terms*** of a ***MCI***, the ***board*** may determine that the ***company*** pay a dividend in respect of a ***MCI*** to which a right to participate in a dividend attaches, and may determine:

   a) the amount of the dividend;

   b) the time for payment of the dividend; and

   c) the method of payment of the dividend.

2. The method of payment may include the payment of cash, the issue of ***MCIs*** and the transfer of assets. Where the ***company*** pays the dividend other than in cash, the ***board*** may fix the value of any ***MCIs*** issued or asset transferred.

7.3 Equal Dividends

Subject to the ***MCI Issue Terms*** of a ***MCI***, all dividends are to be declared and paid equally in respect of a class of ***MCIs***.

7.4 Interest on Dividends

Interest is not payable on a dividend.

7.5 Dividends are non-cumulative

Dividends payable in respect of a ***MCI*** are non-cumulative.

8. SHARE CERTIFICATES

Corporations Law Commentary Certain entities do not have to issue certificates to members for member shares: see Corporations Regulations reg 12.08.08. However, where those entities issue other classes of shares they are required to issue certificates for those other classes of shares: see s 1096

A member whose certificate is lost or destroyed may apply to the company for a new certificate. The company must issue a new certificate although it may require the member to do one or more of the following:

advertise the loss or destruction of the certificate;

and provide the company with an indemnity: see s 1089.

8.1 Share Certificates

1. The ***company*** will issue a share certificate in respect of a ***MCI***.

2. Where a ***MCI*** is held by joint holders:

   a) the ***company*** is not bound to issue more than one share certificate; and

   b) delivery of a share certificate to one of the joint holders in accordance with Rule 3.33) is sufficient delivery to all joint holders.

3. Unless required by, and subject to Rule 8.14), the ***company*** will not issue a share certificate in respect of any ***member share***.

4. Subject to the requirements of the ***Corporations Law***, the ***directors*** may:

   a) issue replacement share certificates;

   b) cancel share certificates on issue; or

   c) replace lost, destroyed or defaced certificates on issue,

   on the basis and in the form they decide from time to time.

9. TRANSFER OF SHARES

9.1 Form of Share Transfer

A ***member*** or ***MCI Holder*** wishing to transfer the ***member's*** or ***MCI Holder's shares*** must use a share transfer that complies with the following requirements:

a) the share transfer relates to 1 class of ***shares*** only;

b) the share transfer is in writing; and

c) the share transfer is:

   i. in a form that the ***board*** approves; or

   ii. in any other usual or common form

Note: Subrule 9.3(1) prevents the ***company*** registering share transfers in some situations, even though the share transfer complies with the requirements set out in this Rule.

9.2 Ownership of Share Transfer

On receiving a share transfer (or a document that appears to be a share transfer), the ***company*** becomes the owner of the share transfer and has a right to exclusive possession of the share transfer.

9.3 Registration of Share Transfer

1. The ***company*** must not register a ***share*** transfer if:

   a) the terms of issue for the ***shares*** prohibit the transfer of the ***shares*** to the transferee;

   b) the share transfer is not in the form set out in Rule 9.1: or

   c) if the transfer of ***shares*** is dutiable — the share transfer is not duly stamped.

2. The ***company*** may refuse to register a share transfer unless:

a) the ***shares*** are fully-paid;

b) the ***company*** does not have a lien on the ***shares***;

c) the transferor has executed the share transfer;

d) the transferee has executed the share transfer;

e) a certificate for the ***shares*** accompanies the share transfer;

f) the ***board*** has all information that it reasonably requires to establish the right of the transferor to transfer the ***shares***; and

g) the ***board*** has all information that it reasonably requires to establish that the transferee agrees to be a ***member*** or ***MCI Holder*** (as the case requires) of the ***company***.

3. The transferor of ***shares*** remains the holder of those ***shares*** until the ***company*** enters the transferee's name as holder of those ***shares*** in the Register of Members.

Corporations Law Commentary

If a company refuses to register a transfer of shares, it must give the transferee notice of the refusal within 2 months of the date the share transfer was lodged at the company's registered office: see s 1093.

9.4 Powers of Attorney

1. The ***company*** may assume that a power of attorney authorising the attorney to transfer some or all of the ***member's*** or ***MCI Holder's shares*** that a ***member*** or ***MCI Holder*** appears to have granted:

a) is a valid and effective grant of the power it appears to grant; and

b) continues in full force and effect.

2. The ***company*** may rely on the power of attorney until it receives a notice informing it that:

a) the power of attorney has been revoked; or

b) the ***member*** or ***MCI Holder*** has died.

9.5 Suspension of Registration

The ***board*** may suspend the registration of share transfers at the times and for the periods it determines. The periods of suspension must not exceed 30 days in any 1 calendar year.

10. TRANSMISSION OF SHARES

10.1 Transmission of Shares on Death

1. On the death of a ***member*** or ***MCI Holder***, the ***company*** may recognise either the personal representative of the deceased ***member*** or ***MCI Holder*** or another person who appears to the ***board*** to be entitled to the deceased ***member's*** or ***MCI Holder's*** estate as being entitled to the deceased ***member's*** or ***MCI Holder's*** interest in the ***shares***.

2. If the personal representative gives the ***board*** the information it reasonably requires to establish an entitlement to be registered as holder of the ***member's*** or ***MCI Holder's shares***, the personal representative may elect to:

   a) be registered as the holder of the ***shares***; or

   b) apply to terminate the membership.

10.2 Transmission of Shares on Bankruptcy

Corporations Law Commentary

The *Corporations Law* sets out the rights of the trustee of the bankrupt's estate in relation to shares held by the bankrupt member, whether or not the trustee has become registered as holder of the shares.

The trustee has the same rights as to dividend, transfer of shares and sale of share as the bankrupt member had. Furthermore, the Constitution cannot override the trustee's rights: see s 1091A.

If the trustee of a bankrupt ***member's*** or ***MCI Holder's*** estate gives the ***board*** the information it reasonably requires to establish the trustee's entitlement to be registered as holder of the ***member's*** or ***MCI Holder's shares***, the trustee may require the ***company*** to register the trustee as holder of the ***member's*** or ***MCI Holder's shares***.

10.3 Transmission of Shares on Mental Incapacity

If a person entitled to ***shares*** because of a ***member's*** or ***MCI Holder's*** mental incapacity gives the ***board*** the information it reasonably requires to establish the person's entitlement to be registered as a holder of the ***member's*** or ***MCI Holder's shares***:

a) the person may require the ***company*** to register the person as holder of the ***member's*** or ***MCI Holder's shares***; and

b) whether or not registered as the holder of the ***shares***, the person has the same rights, obligations and restrictions as the ***member*** or ***MCI Holder***.

11. HOLDING MEMBERS’ MEETINGS

Corporations Law Commentary

Holding a members’ meeting

A members’ meeting must be held at a reasonable time and place: see s 249R.

A members’ meeting can be held using any technology (such as video conferencing), provided that it gives the members as a whole a reasonable opportunity to participate in the meeting: see s 249S.

Notice of members’ meeting

At least 21 days' notice must be given of a members’ meeting. A meeting can be called on shorter notice with the consent of the requisite number of members, but not to remove a director or auditor: see 249H.

Written notice must be given individually to each member and director.

In the case of joint members, notice is given to the first named member in the register of members. See Subrule 3.3(3).

Notice must be given personally or by post (section 249J). See Subrule 1.5(4) as to service.

The auditor must also receive the notice convening a general meeting and other communication members are entitled to receive: see s 249K.

Content of notice

A notice convening a members’ meeting must

set out the place, date and time of the meeting and the technology to be used to conduct the meeting if it is to be held in 2 or more places;

state the general nature of the meeting’s business;

state the terms of any special resolution and the fact that it is proposed as a special resolution;

in relation to proxies:

– that the member has a right to appoint a proxy;

– whether or not the proxy needs to be a member of the company; and

– that a member entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise: see s 249L.

Auditor’s right to attend

The Auditor has a right to attend any general meeting and to speak: see s 249V. Members’ right to give notice of a resolution

Members with at least 5% of the votes that may be cast at a general meeting or at least 100 members may give a company notice of a resolution that they propose to move at a general meeting: see s 249N.

This resolution is to be considered at the next general meeting that occurs more than 2 months after the notice is given: see s 249O.

Members’ request for statement to be distributed

A company must distribute a statement about a resolution, or other matter to be considered at a general meeting, as requested by a certain number of members: see s 249P.

The AGM

A company must hold an AGM within 5 months after the end of its financial year: see s 250N.

The business of an AGM may include the following, even if not referred to in the notice of meeting:

consideration of the annual financial report, directors’ report and auditor’s report; election of directors;

appointment of auditor;

fixing of the auditor’s remuneration: see s 250R. The chair of the AGM must:

allow members a reasonable opportunity to ask questions about, and to comment on, the management of the company: see s 250S; and

allow members a reasonable opportunity to ask the auditor or the auditor’s representative, when present, questions relevant to the conduct of the audit and the preparation and content of the auditor’s report: see 250T.

11.1 Calling Meetings of Members

> **Corporations Law Commentary**
>
> Members' right to call a general meeting
>
> A general meeting must be held if 5% of the total number of members or members with at least 5% of the votes ask for it. The board has to call a general meeting within 21 days after the request and the meeting itself must be held within 2 months: see ss 249D and 249F and Regulation 2G2.01. In any case, members who hold at least 5% of the votes can call and arrange to hold a meeting themselves: see s 249F

The ***board*** may call a ***general meeting***.

11.2 Adjourning Meetings of Members

1. The chair of a ***general meeting*** at which a quorum is present:

   a) may adjourn the meeting with the consent of the meeting by ordinary resolution; and

   b) must adjourn the meeting if directed by ordinary resolution.

2. The ***company*** must give notice of an adjourned ***general meeting*** if the adjournment is for 1 month or more.

3. The only business that an adjourned ***general meeting*** may deal with is business unfinished at the ***general meeting*** that was adjourned.

11.3 Proceedings at General Meetings

1. The quorum for a ***general meeting*** is:

   a) 15 ***members*** present in person or in accordance with Subrule (1A).

   b) if less than 30 ***members*** are eligible to attend and vote at a ***general meeting*** — 50% of the ***members*** eligible to attend and vote at the ***general meeting***,

Note: Paragraph (b) may apply in relation to meetings of classes of ***members***, where the only ***members*** eligible to attend the meeting are ***members*** of the relevant class.

1A Technology

   a) The ***company*** may:

      i. hold a ***general meeting*** at one (1) or more physical venues and using one or more technologies that give all ***members*** and / or ***MCI Holders*** (as the case requires) entitled to attend a reasonable opportunity to participate without being physically present in the same place (for the purposes of this Subrule 1A, ***virtual meeting technology***); or

ii. hold a meeting of ***members*** and / or ***MCI Holders*** (as the case requires) using virtual meeting technology only, without a physical meeting.

b) A person who participates in a ***general meeting*** in accordance with this Subrule(1A) is taken for all purposes to be present at the meeting.

c) A vote taken at a ***general meeting*** held using virtual meeting technology must be taken on a poll, and not on a show of hands, by using one or more technologies to give each ***member*** or ***MCI Holder*** the opportunity to participate in the vote in real time, and where practicable, by recording their vote in advance of the ***general meeting*** by way of ***direct vote***.

d) If, before or during a ***general meeting*** any technical difficulty occurs where one (1) or more ***members*** or ***MCI Holders*** may not be able to participate, the Chairman may:

i. adjourn the meeting until the difficulty is remedied; or

ii. where a quorum remains present and able to participate, subject to the ***Corporations Law***, continue the meeting.

2. If a quorum is not present within 30 minutes after the time for the ***general meeting*** set out in the notice of meeting, the meeting is adjourned to the date, time and place the ***board*** specifies. If the ***board*** does not specify 1 or more of those things, the meeting is adjourned to:

a) if the date is not specified — the same day in the next week;

b) if the time is not specified — the same time; and

c) if the place is not specified — the same place.

If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

3. If a ***general meeting's*** attention is drawn to the absence of a quorum and a quorum is not present within ten minutes:

a) after the time appointed for consideration of an item of ordinary business, the meeting stands adjourned to either the same day in the next week at the same time and place or to such other day or place as the ***board*** determines and so notifies ***members*** and / or any ***MCI Holders*** (as the case requires); and

b) after the time appointed for consideration of an item of special business, the item lapses.

4. The chair of ***general meetings*** is:

   a) the chair of meetings of the ***board***; or

   b) if the chair of meetings of the ***board*** is not present or declines to act for the meeting (or part of it) — the deputy chair of meetings of the ***board***.

   If the chair or deputy chair of meetings of the ***board*** is not available within 30 minutes of the appointed start of the meeting, or declines to act, the ***members*** and any ***MCI Holders*** entitled to a vote must elect an individual present to chair the meeting.

5. The Standing Orders in Appendix 4 apply to the conduct of debate at ***general meetings*** .

11.4 MCI Holders and Meetings of Members

A ***MCI Holder*** (in that capacity) has no right to attend or be given notice of a ***general meeting*** unless the ***MCI Issue Terms*** give the ***MCI Holder*** a right to be notified or to attend.

12. VOTING AT MEMBER'S MEETING

12.1 Voting

Corporations Law Commentary
Section 9 defines special resolution as a resolution: • of which notice as set out in paragraph 249L(c) has been given; and • that has been passed by at least 75% of the votes cast by members entitled to vote on the resolution.

1. Subject to Rule 11.3(1A)(c),a resolution put to the vote at a ***general meeting*** must be decided on a show of hands unless a poll is demanded.

2. Before a ***general meeting*** votes on a resolution, the chair must inform the meeting:

   a) how many proxy documents the ***company*** has received that validly appoint a person present at the meeting as proxy;

   b) how many of these proxy documents direct the proxies how to vote on the resolution; and

   c) how the proxies are directed to vote on the resolution.

3. The ***general meeting*** passes an ordinary resolution only if more than half the total number of votes cast on the resolution are in favour of it.

4. The chair does not have a casting vote in addition to his or her deliberative vote.

12.2 Voting on a Show of Hands

On a show of hands, the chair's declaration is conclusive evidence of the result, so long as the declaration reflects the show of hands. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution. The minutes only need to record that the resolution was passed or not passed.

12.3 Voting on a Poll

Corporations Law Commentary

Section 250L allows the following to demand a poll:

5 members entitled to vote on the resolution;

members with at least 5% of the votes to be cast on the resolution; or the chair.

A proxy may join a demand for a poll: see s 249Y(1)

Section 250K states that a poll may be demanded on any question and that the demand may be withdrawn.

1. Subject to Rule 11.3(1A)(c), a poll cannot be demanded on any resolution concerning the election of a person to chair the ***general meeting*** .

2. A poll on the question of an adjournment must be taken immediately. The chair may direct when and the manner in which any other poll must be taken.

3. The ***general meeting*** may conduct other business even though a poll is demanded on a resolution.

12.4 Body Corporate Representatives

Corporations Law Commentary

Section 250D says that a body corporate member may appoint a representative to exercise the member's powers at a general meeting. The appointment can be a standing appointment. The appointment can set out restrictions on the representative's powers. A member can appoint more than 1 representative but only 1 can exercise the member's powers at any one time.

1. A ***member*** or ***MCI Holder*** that appoints a body corporate representative must give the ***company***:

   a) if the ***member*** or ***MCI Holder*** appointed the representative of the body corporate by ***board*** resolution — a certified copy of the ***board*** resolution appointing the representative; and

   b) otherwise — a copy of the instrument appointing the representative,

   as soon as practicable after appointing the representative, and in any event before any ***general meeting*** at which the representative may exercise the ***member's*** or ***MCI Holder's*** rights.

2. In addition to the rights and powers a ***member's*** or ***MCI Holder's*** representative may exercise under the ***Corporations Law***, the representative may exercise the ***member's*** or ***MCI Holder's*** right to vote in a ballot to appoint ***directors*** by election.

12.5 Proxies

Corporations Law Commentary

Sections 249X to 250C set out members' powers to appoint proxies and the rights and obligations of proxies.

1. The ***board*** shall determine the form of proxy document from time-to-time. A proxy must be in the form approved by the ***board***.

2. An appointment of a proxy is not invalid merely because it does not contain all the information required for a valid proxy appointment, so long as it contains:

   a) the ***member's*** or ***MCI Holder's*** name; and

   b) the proxy's name or the name of the office that the proxy holds.

3. A proxy does not have a right to vote on a show of hands.

4. Unless the ***company*** receives written notice of the matter before the meeting at which a proxy votes starts or resumes, the proxy's vote at that meeting will be valid if, before the proxy votes:

   a) the appointing ***member*** or ***MCI Holder*** dies; or

   b) the ***member*** or ***MCI Holder*** is mentally incapacitated;

   c) the ***member*** or ***MCI Holder*** revokes the proxy's appointment;

   d) the ***member*** or ***MCI Holder*** revokes the authority under which the proxy was appointed by a third party; or

e) the ***member*** or ***MCI Holder*** transfers the share in respect of which the ***member*** or ***MCI Holder*** or a third party appointed the proxy.

12.6 Objections

An objection to the qualification of a voter:

a) may only be made at the ***general meeting*** or adjourned ***general meeting*** at which the vote objected to is cast; and

b) must be ruled upon by the chair whose decision is final.

12.7 Direct Voting

1. The ***board*** may determine:

   a) that ***members*** and ***MCI Holders*** entitled to attend and vote at a ***general meeting*** may cast a ***direct vote***;

   b) the form, method and timing of giving a ***direct vote*** in order for the vote to be valid at a meeting;

   c) whether ***direct vote***s are counted where the vote is by show of hands.

2. A valid ***direct vote*** cast by a ***member*** or ***MCI Holder*** has the same effect as if the ***member*** or ***MCI Holder*** had cast the vote in person at the meeting.

12.8 Voting on Demutualisation Proposals

1. Only a ***member*** who is an ***eligible member*** on the date of a vote on a resolution:

   a) to approve, to give effect to, or that otherwise relates to, a ***demutualisation proposal***; or

   b) to amend, remove or replace this Rule 12.8, or to otherwise amend the Constitution in a way that would have the effect of modifying, excluding or restricting the operation of this Rule 12.8,

   may vote on that resolution.

2. A resolution:

   a) to approve, to give effect to, or that otherwise relates to, a ***demutualisation proposal***; or

   b) to amend, remove or replace this Rule 12.8, or to otherwise amend the Constitution in a way that would have the effect of modifying, excluding or restricting the operation of this Rule 12.8,

   is of no effect unless at least 15% of ***eligible members*** vote on the resolution.

13. APPOINTMENT & VACATION OF OFFICE

13.1 Number of Directors

1. the ***company*** must have not less than 5 ***directors***.

2. Subject to sub-paragraph (1) and section 203E of the ***Corporations Law***, the ***directors*** may determine the number of ***directors*** that comprise the ***board*** at any particular time.

Corporations Law Commentary
Section 201A(2) provides that companies must have at least 3 directors (not counting alternate directors) and that at least 2 must ordinarily reside in Australia.

13.2 Eligibility to be a Director

1. An individual is eligible to be an ***elected director*** if the person:

   a) is a ***member***; and

   b) has not had a personal representative or trustee appointed to administer the person's estate or property because of their mental incapacity and

   c) either:-

      i. is an employee of ***QR***; or

      ii. has previously been an employee of ***QR***

2. An individual is not eligible to be an ***elected director*** if:-

   a) the person is an employee of the ***company***; or

   b) at the time of commencement of the next Annual General Meeting the person will have served as an ***elected director*** of the ***company*** for more than 11 cumulative years. (In calculating the period of service, a person's service as an appointee to fill a casual vacancy on the ***board*** shall not be included. Periods of service for a part of a year shall be aggregated in calculating the total period served in whole years).

3. An individual is not eligible to be an ***external director*** if the person:

   a) is an employee of ***QR*** or the ***company*** or is otherwise eligible to be a ***director*** pursuant to Rule 13.2(1)(c); or

   b) is not a ***member***.

4. An individual is eligible to be an ***executive director*** if the person is:

   a) an employee of the ***company***; and

   b) a ***member***.

5. An individual is eligible to be a ***casual director*** if the person meets the eligibility criteria under Rules 13.2(1) and 13.2(2) of Division 13.

6. An individual is not eligible to be a ***candidate*** for election as ***elected director*** if the ***Director Nominations Committee*** has determined that the person does not have the appropriate fitness and propriety to be and act as a ***director***, by reference to the ***board***'s Fit & Proper Policy.

Corporations Law Commentary

Section 201B(1) provides that only individuals (not bodies corporate) who are at least 18 may be directors.

Section 201B(2) provides that a person who has been disqualified from managing corporations under Part 2D.6 may only be appointed a director if the appointment is made with ASIC's permission under s 206F or the Court's leave under s 206G.

Banking Act Commentary

Under s 19 of the Banking Act it is an offence for a person to be a director of the company if the person is a disqualified person within the meaning of s 20 of the Act

13.3 Appointment by Members — Election

The ***members*** may appoint a person to be a ***director*** by an election held under the provisions of Appendix 5.

13.4 Appointment by Board

13.4.1 Casual Directors - Casual Vacancies

1. The ***board*** may appoint a person to be a ***casual director***:

   a) if an ***elected director's*** office becomes vacant other than because the ***elected director's*** term of office has ended; or

   b) if, for any other reason, the number of ***directors*** is less than the number of ***directors*** as determined by the directors under Rule 13.1(2)

2. The ***board*** may only appoint under sub-paragraph (1) a person who is eligible to be a ***casual director*** under Rule 13.2.

3. The term of office for a ***casual director*** appointed to fill a vacancy in paragraph (1)(a) ends:

a) if the ***general meeting*** approves the appointment before the end of the next AGM after the ***casual director's*** appointment — at the end of the term of office of the ***director*** whose office has become vacant; and

b) otherwise — at the end of the next AGM after the ***casual director's*** appointment.

4. The term of office for a ***casual director*** appointed to fill a vacancy in paragraph (1)(b) ends at the end of the next AGM after the ***casual director's*** appointment.

13.4.2 **External Directors**

1. Subject to Rule 13.1, the ***board*** may appoint up to two (2) ***external directors***.

2. The term of office for an ***external director*** ends at the expiration of the term of appointment up to a maximum of 12 months from the date that the ***director*** was appointed by the ***board*** or at such time as may be required by law.

Corporations Law Commentary

Section 203D(1) provides that a company may by resolution of its members remove a director from office despite anything in the company's constitution.

3. The ***board*** may re-appoint an ***external director*** under Rule 13.4.2(1) for additional terms pursuant to Rule 13.4.2(2).

13.4.3 **Board must nominate appropriate Power to Appoint**

When the ***board*** appoints a person as a ***casual director*** or an ***external director***, it must indicate whether the appointment is effected as a ***casual director*** or an ***external director***.

13.4.4 **Executive Director**

1. Subject to Rule 13.1, the ***board*** may appoint one (1) ***executive director***.

2. The term of office for an ***executive director*** appointed pursuant to paragraph 13.4.4(1) ends at the expiration of 12 months from the date that the ***executive director*** was appointed by the ***board*** or at such earlier time as may be required by law.

3. The ***board*** may re-appoint an ***executive director*** under Rule 13.4.4(1) for additional terms pursuant to Rule 13.4.4(2).

13.4.5 **Board must nominate appropriate Power to Appoint**

When the ***board*** appoints a person as an ***executive director***, it must indicate that the appointment is effected as an ***executive director***.

13.5 Term of Office

1. Subject to the ***Corporations Law*** and the rotation provisions in this Rule, an ***elected director's*** term of office:

    a) starts at the end of the AGM at which the ***director's*** election is announced; and

    b) ends at the end of the third AGM after the AGM at which the ***director's*** election is announced.

2. If the number of ***directors*** that ***members*** appoint is more than a third of the number of ***elected directors*** plus ***casual directors*** on the ***board***:

    a) the term of office for the third of the ***elected directors*** that receives the most votes at the election, ends at the end of the third AGM after the AGM at which the ***directors'*** election is announced; and

    b) the term of office for the remainder ends at the end of earlier AGMs where less than a third of the ***elected directors*** is due to retire at those earlier AGMs.

    Directors with less votes retire at earlier AGMs than those with more votes.

3. For purposes of Subrule (2):

    a) if the number of ***elected directors*** on the ***board*** is not divisible by 3 — round fractions up to the nearest whole number in determining how many ***elected directors*** there are in a third or in two thirds of ***elected directors***; and

    b) if 2 or more ***elected directors*** have the same number of votes — the order of retirement amongst them is determined by lot.

13.6 Automatic Vacation of Office

1. The office of a ***director*** automatically becomes vacant if the ***director***:

    a) dies;

    b) is absent from 3 consecutive ordinary meetings of the ***board*** without leave;

    c) is 3 months in arrears in relation to money due to the ***company*** and has failed to make arrangements for payment satisfactory to the ***company***; or

    d) becomes a disqualified person pursuant to section 20 of the Banking Act.

2.1 Subject to Rule 2.2 the office of an ***elected director*** or a ***casual director*** also automatically becomes vacant if the ***director***:

a) ceases to be eligible to be a ***director*** under paragraph 13.2; or

b) becomes an employee of the ***company***.

2.2 If a person is not eligible to be a ***director*** pursuant to Rule 13.2(2)(b) while the person is serving as a ***director*** of the ***company***, the ***director*** may serve the remainder of their term of office.

3. The office of an ***external director*** also automatically becomes vacant if the ***director*** becomes employed by QR or the ***company***.

4. The office of an ***executive director*** also automatically becomes vacant if the ***director*** ceases to be employed by the ***company***.

Neither the ***board*** nor the ***general meeting*** may waive the operation of this Rule.

Corporations Law Commentary

Section 203D provides for that the general meeting of a company may remove a director by ordinary resolution.

13.7 Resignation

1. A ***director*** may resign by giving the ***company*** notice of the ***director's*** resignation.

2. The ***director's*** office becomes vacant:

a) if the notice of resignation specifies a date of resignation — on the date of resignation; or

b) otherwise — on the date the ***company*** receives the notice of resignation.

13.8 Director Nominations Committee

The ***board*** must establish a ***Director Nominations Committee*** in accordance with Appendix 6

14. DIRECTORS POWERS

14.1 Powers and Duties of the Board

The ***board***:

a) manages the ***company's*** business; and

b) may exercise all the powers of the ***company*** except any powers that the ***Corporations Law*** or this Constitution expressly allocates to the ***general meeting***.

14.2 Negotiable Instruments

The ***board*** may authorise a person or persons to sign, draw, accept, endorse or otherwise execute negotiable instruments for the ***company***. The ***board*** may authorise the application of signatures to negotiable instruments by machine or other electronic means.

14.3 Delegation

1. The ***board*** may delegate any of its powers to any committee or any other person or persons, subject to Rule 3.2. The ***board*** may permit the delegate to sub-delegate any powers delegated to them.

> **Corporations Law Commentary**
>
> The delegate must exercise the powers delegated in accordance with any directions of the board. A power so exercised is taken to have been exercised by the board: see s 198D

2. The ***board*** must establish policies for the guidance of delegates in the exercise of any powers so delegated.

3. Without limiting its powers, the ***board*** may appoint a person to be the ***company's*** attorney for purposes, with powers (being the ***board***'s powers), for the period and on terms the ***board*** determines. In particular, the power of attorney may:

   a) include terms protecting persons dealing with the attorney, as the ***board*** determines; and

   b) authorise the attorney to delegate any or all of the attorney's powers.

15. DIRECTORS MEETINGS

Corporations Law Commentary

Section 248D says that a meeting may be called and held using any technology consented to by all directors. The consent may be a standing one. A director can withdraw consent within a reasonable period before the meeting.

15.1 Calling and Conduct of Board Meetings

1. Any 2 ***directors*** or the ***secretary*** (upon the authority of any 2 ***directors***) may call a ***board*** meeting by giving at least 48 hours notice to every other ***director***. Except where:

    a) the chair determines there are exceptional circumstances; or

    b) a majority of ***directors*** authorise the ***secretary*** to convene a meeting on shorter notice.

2. The ***board*** may meet, adjourn and otherwise regulate its meetings as it thinks fit.

15.2 Quorum of Board

1. The quorum for a ***board*** meeting is such number as the ***board*** determines and in the absence of any such determination is 5, and the quorum must be present at all times during the meeting provided however that the majority of ***directors*** at a ***board*** meeting must be ***directors*** who are ***elected directors*** or ***casual directors***.

2. If, at any time, the number of ***directors*** is less than the quorum or if the number of ***elected directors*** and ***casual directors*** is less than the minimum number provided for in Rule 13.1(1)Division 13:

    a) the ***board*** may meet only for the purpose of filling any casual vacancies or for calling a ***general meeting*** of ***members***; and

    b) the ***board*** may conduct business by circulating resolution under Rule 15.5.

15.3 Chair and Vice Chair of Board

1. The ***board*** may appoint a ***director*** to chair its meetings and another ***director*** to act as vice chair. The ***board*** may determine the period for which the appointees are to be the chair and vice chair. The ***board*** may remove the appointee/s from the position of chair or vice chair at any time.

2. The ***board*** must elect a ***director*** present to chair a meeting (or part of it) if:

a) a ***director*** has not already been appointed to chair the meeting; or

b) a previously appointed chair or vice chair is not available, or declines to act, for the meeting (or part of it).

15.4 Passing of Directors' Resolutions

1. A resolution of the ***board*** must be passed by a majority of the votes cast by ***directors*** entitled to vote on the resolution.

2. The chair has a casting vote in addition to his or her deliberative vote.

15.5 Circulating Resolutions

1. The ***board*** may pass a resolution without a ***board*** meeting if:-

a) A copy of the terms of the resolution is sent to the last known address of each ***director*** and,

b) If the ***secretary*** is aware that a particular ***director*** is not currently at that address, all reasonable efforts are made to make that ***director*** aware of the terms of the resolution and

c) The majority of the ***directors*** entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

2. Separate copies of a document may be used for signing by different ***directors*** if the wording of the resolution and statement is identical in each copy.

3. The resolution is passed when the last of the ***directors*** to constitute a majority signs.

4. Each ***director*** must return the ***director's*** signed resolution to the company ***secretary***. A statement sent electronically by a ***director*** to an agreed electronic address stating that they are in favour of a specified resolution shall be taken to be a signed statement that the resolution is duly approved by the ***director***. Such document shall be taken to have been approved by the ***director*** at the time of its receipt at the agreed electronic address.

5. If a resolution is, under subparagraph (1), taken to have been passed, each ***director*** must immediately be given a copy of the terms of the resolution.

15.6 Committees of Directors

1. The ***board*** may establish one or more committees consisting of such number of ***directors*** as the ***board*** thinks fit.

2. The ***members*** of a committee may appoint one of their number as chair of their meetings.

3. Subject to any restrictions that the ***board*** imposes, a committee may meet, adjourn and otherwise regulate its meetings as it thinks fit.

4. Questions arising at a meeting of a committee are to be determined by a majority of votes of those present and voting.

5. The chair does not have a casting vote in addition to his or her deliberative vote.

16. CONFLICTS OF INTEREST

> **Corporations Law Commentary**
>
> Part 2D.1 and Chapter 2E deal with conflicts of interest and financial benefits to related parties.

16.1 Director Not in Breach if Acts in Matters Relating to Director's Interests

1. This Rule applies if:

   a) a ***director*** has an interest or duty in relation to a matter that is not a ***material personal interest***; or

   b) if a ***director*** with a ***material personal interest*** in relation to the ***company's*** affairs:

      i. complies with the requirements of the ***Corporations Law*** in relation to disclosure of the nature and extent of the interest and its relation to the ***company's*** affairs before acting in a matter that relates to the interest; and

      ii. may be present and vote on the matter under the ***Corporations Law***.

2. The ***director*** is not in breach of his or her duties to the ***company*** merely because he or she acts in matters that relate to the ***director's*** interest.

3. The ***director*** may vote on matters that relate to the ***director's*** interest.

4. In relation to any transactions that relate to the ***director's*** interest:

   a) the transactions may proceed;

b) the ***company*** cannot avoid the transactions merely because of the ***director’s*** interest; and

c) the ***director*** may retain benefits under the transactions despite the ***director’s*** interest.

16.2 Director Not in Breach if Does Not Act in Matters Relating to Director’s Interests

1. This Rule applies if a ***director*** with a ***material personal interest*** in relation to a matter:

   a) complies with the requirements of the ***Corporations Law*** in relation to disclosure of the nature and extent of the interest and its relation to the ***company's*** affairs; but

   b) must not be present and vote on the matter under the ***Corporations Law***.

> **Corporations Law Commentary**
>
> Section 195 provides that a director of a company who has a material personal interest in the matter that a board meeting is considering must not:
>
> be present while the matter is being considered at the board meeting; or vote on the matter,
>
> unless:
>
> the other directors approve the director being present: see s 195(2);
>
> ASIC approves the director being present: see s 195(3); or the interest does not have to be disclosed: see s 191

2. The ***director*** is not in breach of duty to the ***company*** merely because he or she does not act in relation to the matter.

3. The ***board*** may vote on matters that relate to the ***director’s*** interest in the ***director’s*** absence.

4. In relation to any transactions that relate to the ***director’s*** interest:

   a) the transactions may proceed;

   b) the ***company*** cannot avoid the transactions merely because of the ***director’s*** interest; and

   c) the ***director*** may retain benefits under the transactions despite the ***director’s*** interest.

16.3 Execution of Instruments

A ***director*** may participate in the execution of an instrument for the ***company***, regardless of any interest or duty that the ***director*** may have:

a) whether or not the ***director*** has complied with the requirements of the ***Corporations Law*** in relation to disclosure of the nature and extent of the interest and its relation to the ***company's*** affairs; and

b) whether or not the ***director*** may be present and vote in relation to the execution of the instrument under the ***Corporations Law***.

17. REMUNERATION, INDEMNITY & INSURANCE

17.1 Remuneration of Directors

1. In any financial year for the ***company***, the ***directors'*** remuneration may not exceed the amount that the ***general meeting*** determines for that year.

2. In the absence of apportionment determined by the ***general meeting***, the ***board*** may determine the allocation of the aggregate amount of remuneration among the ***directors***. If the ***board*** does not determine the allocation, the aggregate amount of remuneration must be allocated equally among the ***directors***.

3. The ***directors'*** remuneration accrues daily from the day that the ***general meeting*** approves the remuneration to the day that the ***general meeting*** next determines the ***directors'*** remuneration.

4. The ***directors'*** remuneration referred to in sub-paragraph (1) does not include any remuneration paid to an ***executive director*** who is an employee of the ***company*** where such remuneration is as an employee of the ***company***.

17.2 Directors' Expenses and Insurance

In addition to any remuneration to which a ***director*** may be entitled, the ***company*** may also pay:

a) the ***director's*** expenses that they properly incur in connection with the ***company's*** business; and

b) subject to the ***Corporations Law***, insurance premiums for a contract that insures the ***director*** against liabilities that the ***director*** incurs as an officer of the ***company***.

17.3 Indemnities for Officers and Former Officers

Corporations Law Commentary

Section 199A restricts the company from giving an indemnity to persons who are, or have been, officers or auditors against certain liabilities they incur while acting in that position. Those liabilities include:

- liability incurred to the company or a related body corporate;
- liability for pecuniary penalty orders under s 1317G or compensation orders under s 1317H;
- liabilities arising out of conduct involving a lack of good faith;
- liability for costs or expenses that the officer incurs:
  - in defending proceedings where the person is found liable (on the grounds described above);
  - in defending criminal proceedings where the person is found guilty;
  - in defending proceedings brought by ASIC or a liquidator for a court order if the grounds for the court order are established;
  - in connection with proceedings for relief under the *Corporations Law* where the court denies relief.

Section 199B restricts the company from providing insurance for liability arising out of conduct involving a wilful breach of duty or a contravention of their duty not to misuse their position or information.

1. In this Rule indemnified person means an officer or agent, or former officer or agent, of the ***company***.

2. To the extent that the ***Corporations Law*** permits:

   a) the ***company*** must indemnify an indemnified person against any liability that the indemnified person incurs in conducting the ***company's*** business or exercising the ***company's*** powers as an officer or agent of the ***company***; and

   b) the ***company*** may indemnify, agree to indemnify or enter into (and pay premiums on) a contract of insurance in relation to an indemnified person or any other person.

3. The indemnity in paragraph 2(a) applies in relation to an indemnified person for all incidents occurring during the period that person is an officer or agent of the ***company***, even though a claim is made against the indemnified person after they have ceased to be an officer or agent of the ***company***.

18. ADMINISTRATION

18.1 Seal

1. The ***board*** is to provide for the safe custody of the seal.

2. The seal is to be used only by the authority of the ***directors***.

3. The ***board*** may authorise:

   a) 2 ***directors***; or

   b) a ***director*** and a ***secretary***,

to witness the affixing of the seal on a document of a class specified in the resolution.

18.2 Secretary

> **Corporations Law Commentary**
>
> Under s 204A(2), a company must have at least 1 secretary and at least 1 secretary must reside in Australia.
>
> Section 204B(1) provides that only individuals (not bodies corporate) who are at least 18 may be secretaries.
>
> Section 204B(2) provides that a person who has been disqualified from managing corporations under Part 2D.6 may only be appointed a secretary if the appointment is made with ASIC's permission under s 206F or the Court's leave under s 206G.

Subject to Rule 18.3, the ***board*** may determine a ***secretary's*** terms of appointment, powers, duties and remuneration. At any time, the ***board*** may vary or revoke a determination, or an appointment, whatever the terms of the appointment.

18.3 Resignation of Secretary

1. A ***secretary*** may resign by giving the ***company*** notice of the ***secretary's*** resignation.

2. The ***secretary's*** office becomes vacant:

   a) if the notice of resignation specifies a date of resignation — on the date of resignation; or

   b) otherwise — on the date the ***company*** receives the notice of resignation.

Appendix 1 OBJECTS

The ***company*** has the following objects:

a) to raise funds by subscription, ***deposit*** or otherwise, as authorised by the ***Corporations Law*** *and Banking Act 1959* (Cth);

b) to apply the funds in providing ***financial accommodation***, subject to the ***Corporations Law*** *and Banking Act 1959* (Cth);

c) to encourage savings amongst ***members***;

d) to promote co-operative enterprise; and

e) to provide programs and services to ***members*** to assist them to meet their financial needs.

Appendix 2 (N.B. INTENTIONALLY DELETED AS APPROVED AT THE 2020 AGM)

Appendix 3 SHARES & MCIs

Division 1 — Member Shares

A3–1 *Subscription price*

The ***subscription price*** for a ***member share*** is $nil, or any other amount that may be determined by the ***board*** from time to time.

A3–2 Rights, Obligations and Restrictions Attaching to Member Shares

1. The following rights attach to each ***member share***:

    a) the right to vote on the terms set out in Rule A3-3;

    b) the right to participate in the distribution of profits or assets on a winding-up on the terms set out in Rule A3-5; and

    c) the right to redeem the ***member shares*** on the terms set out in Rule A3-6.

2. The restriction on transfer of ***member shares*** in Rule A3-7 attaches to each ***member share***.

3. the ***company*** may issue more ***member shares*** at any time. The issue of more ***member shares*** does not vary the rights attached to ***members shares*** that the ***company*** has already issued.

Note: For the holder of a ***member share's*** entitlement to make ***deposits*** with, and receive ***financial accommodation*** from, the ***company***, see Rule 2.2 and Subrule 3.1-3.

A3-3 Voting Rights

1. Holders of ***member shares*** may participate and vote:

    a) at a ***general meeting*** ;

    b) at a meeting of the class of holders of ***member shares***; and

    c) in a ballot to appoint ***directors*** by election.

2. At a ***general meeting*** or a meeting of the class of holders of ***member shares***, whether on a poll or a show of hands:

    a) each holder of ***member shares*** has 1 vote regardless of the number of ***shares*** held;

    b) a ***member*** who is a minor has no vote; and

    c) despite (a) a representative of a body corporate ***member*** can vote both as a ***member*** and as a representative of the body corporate.

3. Notwithstanding Rules A3-3(1) and A3-3(2) above, a ***member*** is not entitled to vote at a ***general meeting*** in its capacity as ***member*** unless that ***member*** has held their ***member shares*** for at least 6 months before the day on which notice of the ***general meeting*** is given.

A3-4 Dividend Entitlements

No dividend is payable on ***member shares***.

A3-5 Distribution on Winding-Up

1. On a winding-up of the ***company*** the holder of a ***member share*** is entitled:

    a) to payment of the ***subscription price*** for the ***member share*** when the ***member*** subscribed for the ***member share*** (if any); and

    b) if any assets remain after the payments in paragraph (a) — to any surplus assets of the ***company***.

2. Each ***member share*** carries a right to participate in surplus assets equally with every other ***member share***.

3. The ***company*** may offset against the amount payable under this Rule:

    a) any amount unpaid on the ***member share*** (if any); and

    b) any other amount payable by the ***member*** to the ***company***.

4. The entitlements of holders of ***member shares*** to payment on winding-up are subject to any preferred entitlements to payment on winding-up that holders of any class of ***shares*** may have.

A3-6 Redemption of Member Shares

1. The ***company*** may redeem a ***member share*** only if the following conditions are satisfied:

    a) one of the following:

        i. the ***member*** has given the ***company*** notice requesting termination of the ***member's*** membership of the ***company*** under Rule 4.2;

        ii. the ***member*** has applied to the ***company*** to substitute ***member shares*** under Rule 4.6;

        iii. the ***board*** or delegate has determined that the ***member*** has ceased to be a ***customer*** under rule 4.5;

        iv. the ***board*** or delegate has resolved to terminate the ***member's*** membership of the ***company*** under Rule 4.3; or

v. the ***board*** or delegate has determined that the ***member's deposit*** accounts with the ***company*** are dormant under Rule 4.4; and

b) the ***company*** can redeem the ***member share*** out of the profits of the ***company***.

2. On redemption, the ***company*** must pay the ***member*** an amount equal to the ***subscription price*** for the ***member share*** when the ***member*** subscribed for the ***member share*** (if any) less any amount unpaid on the ***member share***.

3. On redemption, the ***member shares*** are cancelled.

4. This Rule does not affect the terms on which ***member shares*** may be cancelled under a reduction of capital or a share buy-back under ***Corporations Law*** Part 2J.1.

A3-7 Transfer of Member Shares

1. Subject to Subrule A3-7(2), a ***member*** may not transfer their ***member share***.

2. A trustee for an unincorporated association may transfer the ***member share*** that they hold as trustee for the unincorporated association to another person who is to act as trustee for the unincorporated association.

Division 2 — MCIs

A3–8 Classes of MCIs and MCI Issue Terms

1. The ***board*** may resolve that ***MCIs*** may be issued in distinct classes.

2. Where separate classes of ***MCI*** are issued, the rights of any class may not be cancelled or varied except through the process in paragraph A3-14.

3. The ***board*** may in its discretion determine the ***MCI Issue Terms*** upon which any ***MCI*** is to be issued. To avoid doubt, the ***board*** may determine ***MCI Issue Terms*** which provide for dividends and other rights which rank equally to or in preference to any other ***MCI*** that is on issue.

A3–9 Classes of MCIs and MCI Issue Terms

The issue price for each ***MCI*** is set by the ***board*** and set out in the ***MCI Issue Terms***. There is no requirement that each ***MCI*** be issued at a common price.

A3–10 MCIs to be fully paid

A ***MCI*** can only be issued as a fully paid share in the capital of the ***company***.

Corporations Law Commentary
Under s 167AF(1) a MCI can only be issued as a fully paid share of a MCI mutual entity.

A3–11 Voting rights

1. A ***MCI Holder*** may cast a vote at a ***general meeting*** or at a meeting of the class of holders of ***MCIs*** if the ***MCI Issue Terms*** confer voting rights on that ***MCI Holder***.

2. If a ***MCI Holder*** is entitled to vote at a ***general meeting*** or a meeting of the class of holders of ***MCIs***, and whether on a poll, a show of hands or via ***direct vote***:

   a) each ***MCI Holder*** has 1 vote regardless of the number of ***MCIs*** held; and

   b) a representative of a body corporate that holds ***MCIs*** can vote as both a ***MCI Holder*** and as a representative of the body corporate.

A3–12 Restriction of MCI rights to profits and surplus

A ***MCI*** does not allow the ***MCI Holder*** to participate in the surplus assets or profits of the ***company***, except to the extent of payment of dividends under Rule 7 and the payment to be made by the ***company*** upon redemption of the ***MCI*** under Rule A3-13.To avoid doubt, on any winding-up of the ***company***, ***MCI Holders*** have an entitlement to be paid these amounts in preference to the rights of ***members*** under paragraph A3-5, subject to the ***MCI Issue Terms***.

Corporations Law Commentary
Under s 167AF(c), the rights of a MCI Holder to participate in surplus and profits must be set out in the MCI mutual entity's constitution.

A3–13 Redemption of MCIs

1. At any time that the ***MCI Issue Terms*** permit, the ***company*** may at its sole option redeem any ***MCI*** by paying to the ***MCI Holder***, in clear funds, the ***MCI Issue Price***, or a lesser amount determined in accordance with the ***MCI Issue Terms***, together with all dividends accrued but unpaid up to and including the date of redemption.

2. To avoid doubt, where more than one ***MCI*** has been issued and has not been cancelled or redeemed, no ***MCI Holder*** shall have any claim against the mutual in relation to the mutual's decision of which ***MCI*** to redeem or not redeem at any time, except to the extent the redemption would be inconsistent with the ***MCI Issue***

Terms of any ***MCI*** that has been issued and has not at the relevant time been redeemed or cancelled.

A3–14 MCIs to be cancelled in certain circumstances

It is a condition of issue of each ***MCI*** that the ***MCI*** must be cancelled before anything occurs which would disentitle the ***company*** from being an 'MCI mutual entity' as described in the ***Corporations Law***.

Corporations Law Commentary
Under s 167AG, all MCIs must be cancelled before a MCI mutual entity ceases to be a MCI mutual entity.

A3–15 Cancellation or variation of MCIs

1. The rights attached to any ***MCI*** may be varied or cancelled (whether or not the ***company*** is being wound up) only by:

    a. special resolution of the ***company***; and either

    b. where only one class of ***MCI*** has been issued:

        i. by special resolution passed at a separate meeting of the ***MCI Holders***; or

        ii. with the written consent ***MCI Holders*** with at least 75% of the votes in the class of ***MCI Holders***; or

    c. where more than one class of ***MCI*** has been issued:

        i. by special resolutions passed at separate meetings of the ***MCI Holders*** in each class of ***MCI*** that would be affected; or

        ii. with the written consent of ***MCI Holders*** with at least 75% of the votes in each class of ***MCI*** that would be affected.

2. The provisions of this Constitution relating to ***general meetings*** will apply to every such separate meeting under paragraph A3-15(1) with such changes as are necessary so that:

    a. shorter notice than is specified in this Constitution may be given if all of the ***MCI Holders*** entitled to attend a meeting consent in writing;

    b. the Standing Orders in Appendix 4 apply as though references to a ***member*** were references to a ***MCI Holder***;

    c. the necessary quorum is specified as one or more persons together holding or representing by proxy at least one-third of the voting rights of the issued ***MCIs*** or the issued ***MCIs*** in that class (as the case requires) present at the meeting of ***MCI Holders***; and

d. any ***MCI Holder*** present at a meeting of ***MCI Holders*** may demand a poll on any resolution.

Corporations Act Commentary
Under s 167AE, any proposal to change or cancel the rights of a MCI or a class of MCIs must be approved by a special resolution of the company and either a special resolution of the holders of the affected class of MCIs or with written consent of members with at least 75% of the votes in the class of MCIs. Under s 9 and s 249L, a special resolution is a resolution of the company at a general meeting where at least 75% of the votes cast by persons entitled to vote are in support of the resolution, and where the meeting notice states the intention to propose the special resolution and states the resolution that is proposed.

Appendix 4 STANDING ORDERS

A4-1 Time Limits for Speakers

1. The mover of a motion may speak for no more than 10 minutes.

2. Subsequent speakers may speak for no more than 5 minutes.

3. The mover of the motion may reply for no more than 5 minutes.

4. The meeting is free to extend the time a speaker may speak.

A4-2 Amendment

1. On an amendment being proposed to an original motion, no second amendment may be considered until the first amendment has been dealt with.

2. An amendment, when carried, displaces the original motion and becomes the motion to which any further amendment may be moved.

3. If the amendment is not carried, then further amendments to the original motion may be considered.

A4-3 Speakers

1. The mover of an original motion has a right of reply.

2. The mover of an amendment does not have a right of reply.

3. Otherwise, a ***member*** may speak only once on the same question except to raise a point of order or, with the consent of the chair of the meeting, to give an explanation.

A4-4 Motions to be in Writing

Every motion and every amendment to a motion must be submitted in writing as and when the chair of the meeting requests.

A4-5 Closure of Debate

1. Debate on a motion or an amendment may be brought to a close by a resolution ‘that the question be now put’.

2. The motion ‘that the question be now put’ must be put to the meeting without debate.

Appendix 5 ELECTION OF DIRECTORS

Ballot at AGM

A5-1 Election

1. An election of ***directors*** is held by secret ballot to which the provisions of this Division apply.

2. The following table sets out the timetable for election of ***directors*** by members:

Steps in Election Procedure	Time
Call for nominations (see Rule A5-2(1))	No earlier than 180 days before AGM but no later than 63 days before AGM
Nominations close (see Rule A5-2 (2))	Not less than 21 days after call for nominations
The notice of AGM must state the candidates for election (see Rule A5-3 (1)) or, if there is no election, state that a separate resolution for the appointment of each person who did nominate will be moved at the AGM (see Rule A5-3 (2)(c) (iii)).	Not less than 21 days before the AGM
Returning officer must distribute ballot papers to ***members*** at the AGM (see Rule A5-7 (1))	AGM
Conduct of ballot and announcement of ***directors*** (see Rule A5-9 (3))	AGM

A5-2 Nominations

1. The ***board*** must call for nominations no earlier than 180 days before the AGM but no later than 63 days before the AGM.

2. The date nominations close:

   a) is determined by the ***board***;

   b) must be no earlier than 21 days after notice is given under paragraph (1); and

   c) must be specified in the notice given under paragraph (1).

3. 6 ***members*** together have the right to nominate a person. To nominate a person, the 6 ***members*** must give the ***company*** a notice of nomination, in such form as the ***board*** may require and obtained from the ***secretary***, before nominations close. The notice of nomination must:

a) declare that the nominated person is eligible to be a ***director*** under Rule 13.2 and include a statement of non-disqualification under section 20 of the Banking Act;

b) state the nominated person's age; and

c) be signed by the nominating ***members*** and the nominated person.

4. A retiring ***elected director*** or ***casual director*** may stand for re-election without nomination but must be eligible for election under Rule 13.2 and by law.

5. The nominated person, or ***director*** seeking re-election, must:

a) provide the ***company*** with all information, documentation, and consents the ***company*** reasonably requests to determine if the person is disqualified by law from acting as a ***director***;

b) provide the ***Director Nominations Committee*** with all information, documentation, and consents that the ***Director Nominations Committee*** reasonably requests to determine if the person is of appropriate fitness and propriety to be and act as a ***director*** by reference to the ***board***'s Fit and Proper Policy and as to their employment.

6. A nominated person, or ***director*** seeking re-election, becomes a ***candidate*** if and when the ***Director Nominations Committee***:

a) has assessed the person's fitness and propriety to be and act as a ***director*** by reference to the ***board***'s Fit and Proper Policy; and

b) has determined that there is no material reason to find that the person does not have the appropriate fitness and propriety to be and act as a ***director*** by reference to the ***board***'s Fit and Proper Policy

A5-3 Proceeding with Election

1. The notice of AGM must state the candidates for election.

2. If the number of candidates is equal to or less than the number of positions to be filled

a) the ***general meeting*** may appoint each ***candidate*** as a ***director*** by passing a separate resolution at the AGM;

b) the election process otherwise set out in this Appendix is discontinued; and

c) the ***company*** must give each ***member*** a notice that:

i. states that the election process has been discontinued;

ii. sets out the name of each candidate; and

iii. states that the ***general meeting*** will vote on the appointment of each ***candidate*** as a ***director*** by a separate ordinary resolution at the AGM.

A5-4 Appointment of Returning Officers

1. The ***board*** must appoint a returning officer, who may appoint assistant returning officers, none of whom can be a candidate.

2. The ***secretary*** must prepare and give the returning officer a roll of ***members***.

A5-5 Appointment of Scrutineer

1. A ***candidate*** may appoint a scrutineer.

2. The duties and responsibilities of scrutineers are:

   a) to observe the sorting, counting and recording of ballot papers;

   b) to ensure that the votes of unrejected ballot papers are correctly credited to the appropriate candidates; and

   c) to raise any query with the returning officer regarding any of the ballot papers.

A5-6 Ballot Papers

1. After nominations have closed, the returning officer must prepare ballot papers for the election.

2. The order in which the candidates appear on the ballot paper is to be determined by the returning officer by lot.

3. The returning officer may identify which candidates are ***QR*** employees.

4. The returning officer must ensure some authenticating mark appears on each ballot paper before issuing them to the ***members***.

5. On issuing each ballot paper, the returning officer must supervise the marking of the ***member's*** name off the roll of ***members***.

A5-7 Conduct of Ballot

1. The returning officer must conduct the ballot at the AGM.

2. The returning officer must provide secured ballot boxes. The ballot boxes must remain secured until the closure of the ballot.

A5-8 Closure of the Ballot

The ballot closes at the time the returning officer specifies.

A5-9 Procedures After Close of the Ballot

1. As soon as practicable after the ballot closes, the returning officer must ensure that the ballots are dealt with as follows:

   a) supervise the scrutinising of the ballot papers and reject informal ballot papers;

b) count the votes;

c) sign a declaration of the ballot as to the:

i. names of the candidates appointed as ***directors***;

ii. votes cast for each candidate; and

iii. number of votes rejected as informal; and

d) deliver the declaration to the ***secretary***.

2. A ballot paper is informal if:

a) it is not authenticated by the returning officer; or

b) it has no vote indicated on it or it does not indicate the ***member's*** preference for a candidate.

3. The ***secretary*** must announce the results of the ballot at the AGM.

4. If a ***member*** gives the ***company*** a written request, the ***company*** must make available to any ***member*** a copy of the returning officer's declaration of the ballot.

5. The returning officer must preserve the ballot papers for a period of at least three months after the declaration of the ballot.

A5-10 Voting System

1. The candidates with the highest number of votes in accordance with the number of vacancies are appointed as ***directors***

2. If 2 or more candidates have the same number of votes, the ***candidate*** appointed as a ***director*** is determined by lot.

A5-11 Irregularity in the Conduct of an Election

1. The candidates that the returning officer declares to have been appointed are appointed unless the ***secretary*** receives an objection to the ballot within 7 days of the ***secretary's*** notifying ***members*** of the result of the ballot.

2. If the ***board*** is of the opinion that the objection is reasonable, it may resolve to declare the returning officer's declaration void.

3. The returning officer must then conduct a further scrutiny in accordance with the Constitution the results of which prevail unless the ***board*** resolves to call a new poll by a unanimous resolution of all ***directors*** other than those appointed as a result of the ballot to which the objection relates.

Appendix 6 DIRECTOR NOMINATIONS COMMITTEE

A6-1 Appointment of Director Nominations Committee

1. The ***board*** must appoint at least 3 persons to form the ***Director Nominations Committee***, the majority of whom must not be ***directors***.

2. Employees of the ***company*** are not eligible to be appointed to the ***Director Nominations Committee***.

3. Each person on the ***Director Nominations Committee*** must enter into an agreement with the ***company*** to keep confidential, during and after their appointment:

   a) their assessments under Rule A6-2; and

   b) all information they receive in carrying out their duties under this Constitution as ***members*** of the ***Director Nominations Committee***, that is not in the public domain.

A6-2 Role of Committee

The ***Director Nominations Committee*** must assess all persons, including existing ***directors***, prior to being eligible to become a ***candidate*** to stand for election as ***director*** under Rule 13.3, as to their fitness and propriety to be and act as a ***director***, by reference to the Fit & Proper ***board*** Policy.

SCHEDULE OF AMENDMENTS

EFFECTIVE DATE	VERSION	DETAILS OF CHANGES	APPROVED BY
1968 - 2019	various		
18 Nov 2020	2	Full review including: • removal of the common bond • inclusion of demutualisation rule • reduction of the Member share subscription price to $nil • providing greater flexibility and options for managing new membership applications and terminating existing memberships, to require all directors to be Members, allowing a term of up to twelve months for an External Director and deleting a redundant policy number • providing greater flexibility in the ways that Members may attend Members' meetings or cast direct votes on resolutions	Members
12 Jun 2025	3	Change to Rule 13.1(1) of the Constitution: "the credit union must have not less than 5 directors who are either elected directors or casual directors" replaced with: "the credit union must have not less than 5 directors"	Members
13 Nov 2025	4	Full review including: • replacing the term "credit union" with "the company" throughout • removing references to the outdated concepts of facsimile and cheques • clarifying the ability for general meetings to be held using virtual meeting technology only • reducing the quorum required for a general meeting • introducing provisions enabling the company to issue MCIs • introducing a deferred voting right for new members	Members