

# **WELLINGTON DRIVE TECHNOLOGIES LIMITED**

## **CONSTITUTION**

This document is the Constitution of Wellington Drive Technologies Limited adopted by the Company by Special Resolution at its Annual Shareholders' Meeting held on 25 June 2020

## 1. INTERPRETATION

1.1 **Definitions:** In this Constitution unless the context otherwise requires the following initially capitalised terms shall have the meanings specified:

<b>Act</b>	Companies Act 1993.
<b>Alternate Director</b>	a person appointed by a Director as his or her alternate under clause 14.
<b>Board</b>	Directors who number not less than the required quorum acting together as the board of directors of the Company.
<b>Class</b>	a class of Financial Products having identical rights, privileges, limitations and conditions and includes or excludes Financial Products which NZX in its discretion deems to be of or not of that Class.
<b>Company</b>	Wellington Drive Technologies Limited.
<b>Constitution</b>	this Constitution as amended from time to time.
<b>Directors</b>	the directors for the time being of the Company appointed in accordance with this Constitution.
<b>Equity Security</b>	an Equity Security, as defined in the NZX Rules, which has been issued, or is to be issued, by the Company, as the case may require.
<b>Financial Product</b>	has the meaning given in the NZX Rules.
<b>FMC Act</b>	the Financial Markets Conduct Act 2013.
<b>Interest Group</b>	has the meaning set out in section 116 of the Act.
<b>Listed</b>	has the meaning given in the NZX Rules.
<b>Minimum Holding</b>	has the meaning given in the NZX Rules.
<b>NZX</b>	NZX Limited, and includes its successors, predecessors and assigns and, as the context permits, includes any duly authorised delegate of NZX (including the Tribunal).
<b>NZX Rules</b>	the Listing Rules of NZX in force from time to time, subject to any waiver or Ruling relevant to the Company granted by NZX from time to time.
<b>Ordinary Resolution</b>	a resolution passed by a simple majority of the votes of Shareholders of the Company entitled to vote and voting on the resolution.
<b>Personal Representative</b>	<ul style="list-style-type: none"> <li>(a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder;</li> <li>(b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and</li> <li>(c) in relation to any other individual Shareholder, a person appointed or deemed to have been appointed to administer property under the Protection of Personal and Property Rights Act 1988, a manager appointed or deemed to have been appointed thereunder, and a donee of an enduring power of attorney complying with that Act.</li> </ul>
<b>Representative</b>	a person appointed as a proxy or representative under clause 7 or clause 10 of Schedule 1 or a Personal Representative.
<b>Ruling</b>	has the meaning given in the NZX Rules.

<b>Share</b>	a share issued, or to be issued, by the Company, as the case may require.
<b>Shareholder</b>	a person whose name is entered in the share register as the holder for the time being of one or more Shares.
<b>Special Resolution</b>	a resolution approved by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the resolution.
<b>Subsidiary</b>	(a) a subsidiary within the meaning of section 5 of the Act (read together with sections 7 to 8 of the Act); and  (b) an entity treated as a subsidiary within the meaning of any financial reporting standard approved in terms of the Financial Reporting Act 2013.
<b>Tribunal</b>	has the meaning given in the NZX Rules.

1.2 **Definitions in NZX Rules and Act:** Words or expressions not defined in this Constitution but defined in the Act or the NZX Rules shall have the same meanings in this Constitution as in the Act or the NZX Rules.

1.3 **Interpretation:** In this Constitution, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) headings shall not affect the interpretation of this Constitution; and
- (c) in the absence of an express indication to the contrary, references to sections, clauses or paragraphs (other than sections of the Act or the FMC Act) are to sections, clauses or paragraphs of this Constitution.

1.4 **Powers of Shareholders:** Unless otherwise specified in the Act or this Constitution, any power reserved to Shareholders may be exercised, and any approval of Shareholders may be given, by Ordinary Resolution.

1.5 **Confirmation of office:** All offices, elections, and appointments (including of or to the Board and committees of the Board), registers, registrations, records, instruments, delegations, plans and generally all acts of authority that originated under any previous constitution of the Company and are subsisting and in force on the day on which this Constitution is adopted by the Shareholders shall continue and be deemed to be effective and in full force under this Constitution.

## 2. GENERAL

2.1 **Companies Act 1993:** The Company, the Board, each Director and each Shareholder have the rights, powers, duties and obligations set out in the Act except to the extent that they are negated or modified, in accordance with the Act, by this Constitution.

2.2 **Compliance with NZX Rules:** Notwithstanding anything else in this Constitution, for so long as the Company is Listed:

- (a) this Constitution is deemed to incorporate those provisions of the NZX Rules which are required by the NZX Rules to be contained or incorporated by reference in this Constitution, as those provisions may apply from time to time and as may be modified by any Ruling relevant to the Company, and those provisions will have the same effect as if they were set out in full with any necessary modification;
- (b) the Company shall comply with the NZX Rules, subject only to:
  - (i) the requirements of the Act and any other applicable legislative or regulatory requirements; and
  - (ii) the terms of any applicable Ruling from time to time given by NZX; and
- (c) subject to clause 2.4, if a provision in this Constitution is inconsistent with the NZX Rules relevant to the Company, then the NZX Rules prevail and no provision in this Constitution will

prohibit or restrict any action which is or may be permitted by the NZX Rules or NZX to be taken by the Company, the Board, a Director or the Shareholders of the Company.

2.3 **References to NZX Rules:** A reference in this Constitution to a NZX Rule includes that NZX Rule as from time to time amended or substituted.

2.4 **NZX Ruling:** If NZX has granted a Ruling in relation to the Company authorising any act or omission which in the absence of a Ruling would be in breach of this Constitution, that act or omission will, unless a contrary intention appears in this Constitution, be deemed to be authorised by this Constitution.

2.5 **Effect of failure to comply:** Failure to comply with any of the NZX Rules or a provision of this Constitution corresponding with a provision of the NZX Rules (whether such provision is set out in full in this Constitution or incorporated in it pursuant to clause 2.2) does not affect the validity or enforceability of any transaction, contract, action, decision or vote taken at a meeting of Equity Security holders or other matter entered into by, or affecting, the Company, except that a party to a transaction or contract who knew of the non-compliance is not entitled to enforce that transaction or contract. This clause **Error! Reference source not found.** does not limit the rights of any holder of any Equity Security of the Company against the Company or the Directors.

### 3. SHARES

3.1 **Classes:** Subject to clause 4, Shares of different Classes may be issued in the Company, and without limiting the generality of this, Shares may be redeemable.

3.2 **Board need not comply with statutory pre-emptive rights:** Sections 45(1) and 45(2) of the Act do not apply to any issue or proposed issue of Shares by the Company.

### 4. ISSUES, CONSOLIDATION AND SUBDIVISION OF SHARES AND EQUITY SECURITIES

4.1 **Issue by Board:** Subject to this Constitution and the NZX Rules, the Board may issue Shares or other Equity Securities at any time, to any person, and in any number it determines.

4.2 **Other issues:** Subject to clause 4.1, the Board may issue Shares or other Equity Securities that rank as to voting or distribution rights, or both, equally with or in priority to any existing Shares or other Equity Securities. Any such issue will not be treated as an action affecting the rights attached to those existing Shares or other Equity Securities unless the terms of issue of those Shares or other Equity Securities expressly provide otherwise.

4.3 **Consolidation and subdivision:** The Board may:

- (a) consolidate and divide the Shares or other Equity Securities or Shares or other Equity Securities of any Class; and
- (b) subdivide the Shares or other Equity Securities or Shares or other Equity Securities of any Class,

in each case in proportion to those Shares or other Equity Securities or the Shares or other Equity Securities in that Class, as the case may be.

4.4 **Sale of less than Minimum Holding:**

- (a) The Board may at any time give notice to any Shareholder holding less than a Minimum Holding of Shares that if, at the expiration of three months after the date the notice is given, the Shares then registered in the name of the Shareholder are less than a Minimum Holding, the Company may sell those Shares.
- (b) If the power of sale under clause 4.4(a) is exercised:
  - (i) the Board may authorise the transfer of the Shares to the purchaser of the Shares;
  - (ii) the Shareholder shall be deemed to have authorised the Company to act on the Shareholder's behalf and to execute all necessary documents for the purposes of that sale;
  - (iii) the proceeds of sale of the Shares must be applied as follows:
    - (A) first, in payment of any costs and expenses of such sale or any attempted sale;

- (B) second, in satisfaction of any unpaid calls, instalments, premiums or other amounts owing to the Company in respect of the Shares (including any interest payable on such amounts); and
- (C) the balance, if any, must be paid to the person who was the Shareholder immediately before the sale (or, if applicable, his or her Personal Representatives);
- (iv) the title of a purchaser of any Shares sold pursuant to this clause 4.4 shall not be affected by any irregularity or invalidity in the exercise of the power of sale or the sale itself; and
- (v) the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- (c) A certificate, signed by a Director, that records that a power of sale under this clause 4.4 has arisen and is exercisable by the Company is conclusive evidence of the facts stated in that certificate.

4.5 **Bonus issues:** Subject to any applicable provisions of the NZX Rules or this Constitution, the Board may resolve to apply any amount which is available for distribution to Shareholders either:

- (a) in paying up in full Shares or other Financial Products of the Company to be issued credited as fully paid to:
  - (i) the Shareholders who would be entitled to that amount if it were distributed by way of dividend, and in the same proportions; and
  - (ii) if applicable, the holders of any other Financial Products of the Company who are entitled by the terms of issue of those Financial Products to participate in bonus issues by the Company, whether at the time the bonus issue is made to the Shareholders, or at some time later, in accordance with their respective entitlements; or
- (b) in paying up any amount which is unpaid on any other Shares of the Company held by the Shareholders referred to in clause 4.5(a)(i),

or partly in one way and partly in the other.

## 5. BUY BACKS OF EQUITY SECURITIES

5.1 **Company may acquire and hold Shares or other Equity Securities:** The Company may:

- (a) purchase or otherwise acquire Shares or other Equity Securities issued by the Company from one or more holders. Shares or other Equity Securities so purchased or acquired may be held by the Company as treasury stock;
- (b) redeem any redeemable Shares or other Equity Securities held by one or more holders; and
- (c) make an offer to one or more holders of Shares or other Equity Securities issued by the Company in such numbers and in such proportions as it thinks fit,

in accordance with the provisions, and subject to the restrictions of, the Act, this Constitution and the NZX Rules.

## 6. CALL ON SHARES

6.1 **Power to call:** The Board may from time to time, by notice in writing to a Shareholder or Shareholders, make calls in respect of all monies unpaid on Shares and which are not payable at fixed times. A call may be made payable by instalments. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed. Each relevant Shareholder shall be liable to pay, in accordance with the relevant notice, every call so made to the Company or any person so appointed for the purpose, at the times and places appointed by the Board, and shall remain liable to do so notwithstanding the subsequent transfer of the relevant Shares.

6.2 **Revocation or postponement:** A call may be revoked, reduced or postponed as the Board determines.

- 6.3 **Joint holders:** Joint Shareholders shall be jointly and severally liable to pay all calls in respect of Shares held by them.
- 6.4 **Interest:** Interest on a call shall be payable from the day appointed for payment to the day of actual payment at such rate as may be applicable under the terms of issue or as the Board determines. The Board may waive the payment of interest either in whole or in part.
- 6.5 **Term of issue:** Any sum which by the terms of issue of a Share becomes payable on a particular day shall for the purposes of this Constitution be deemed to be a call duly made and payable on that day and, if not paid, the provisions of this clause 6 and clauses 7 and 8 shall apply as if that sum had become payable by the making of a call.
- 6.6 **Different amounts:** Calls may be made in respect of certain Shares and not others and for different amounts in respect of certain Shares from others. The Board may, on the issue of Shares, differentiate between Shareholders as to the amount of calls to be paid and the time of payment.
- 6.7 **Calls paid in advance:** The Board may receive from any Shareholder advances of all or part of the money uncalled and unpaid on any Shares held by that Shareholder. The Board may pay interest on the money so advanced at such rate as the Board determines. Distributions shall not be made on uncalled amounts paid in advance. The Company may at any time repay the amount so advanced.
- 6.8 **Evidence:** In any proceedings for the recovery of moneys due in respect of any call a certificate of a Director or any other person authorised by the Board that:

- (a) the name of the Shareholder is entered in the share register as the holder (or one of the holders) of the relevant Shares;
- (b) the resolution making the call is recorded in the records of the Company; and
- (c) notice of the call was sent to the Shareholder,

shall be conclusive evidence of the indebtedness of the Shareholder to the Company in respect of the call.

## 7. LIEN

- 7.1 **Lien:** The Company shall have a first and paramount lien on every Share or the proceeds of sale of such Share and on the distributions declared on such Share for:
- (a) all unpaid calls, instalments, premiums or other amounts, and any interest payable on such amounts, relating to that Share;
  - (b) any amount which the Company may be called upon under any legislation to pay in respect of that Share, whether or not the due date for payment has passed; and
  - (c) sale expenses owing to the Company in respect of that Share.
- 7.2 **Sale of Shares:** The Company may sell any Share, on such terms as the Board may determine, on which it has a lien if:
- (a) a sum in respect of which the lien exists is presently payable and:
    - (i) 14 days' notice in writing requiring payment of such sum has been given to the relevant Shareholder; and
    - (ii) the sum in respect of which the lien exists has not been received by the Company at the expiry of that 14 day period; and
  - (b) to give effect to any such sale, the Board may authorise any person to execute a share transfer of the Shares to, or at the direction of, the transferee, and may receive the consideration from such transfer.
- 7.3 **Absolute title of purchaser:** The transferee shall not be bound to see the application of the purchase money, neither shall the transferee's title to the Shares be affected by any irregularity or invalidity of the sale.

- 7.4 **Damages exclusive remedy:** The remedy of the former Shareholder, and of any person claiming under or through the former Shareholder, shall be against the Company exclusively and in damages only.
- 7.5 **Application of sales proceeds:** If Shares are sold to enforce a lien the proceeds of sale shall first be applied in payment of all costs and expenses of such sale and any attempted sale, and then in satisfaction of unpaid calls, instalments, premiums or other amounts and interest on such other amounts. Any residue shall be paid to the former Shareholder, or to the Personal Representative of the former Shareholder.
- 7.6 **Waiver of lien:** Unless otherwise agreed between the Company and the relevant Shareholder, the registration of a transfer of Shares shall operate as a waiver of the lien by the Company but not as a release of any outstanding liability owed by any previous Shareholder.

## 8. FORFEITURE

### 8.1 Notice of liability for forfeiture:

- (a) If on the day appointed for payment a Shareholder fails to pay any call (including any instalment) or any other sum which by the terms of issue of a Share becomes payable at a fixed time, on the day appointed for payment the Board may give 14 days' notice to the Shareholder requiring payment of the call or other sum, together with any interest which may have accrued and any expenses that may have been incurred by the Company by reason of such non-payment.
- (b) The notice shall specify the relevant Share and name a date (not earlier than the expiration of 14 days from the date of the notice) on or before which the payment required by the notice is to be made. The notice shall also state that in the event of non-payment the relevant Share will be liable to be forfeited.

8.2 **Forfeiture:** If any notice issued pursuant to clause 8.1 is not complied with, the Share may be forfeited by a resolution of the Board. Such forfeiture shall include any distribution declared in respect of the forfeited Share and not made before the forfeiture.

8.3 **Sale or disposal:** A forfeited Share may be disposed of in such manner as the Board determines. The Board may annul the forfeiture upon such terms as it determines.

8.4 **Ceasing to be a Shareholder:** A person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares and shall surrender the share certificate (if any) for cancellation, but shall remain liable to pay to the Company all money which at the date of forfeiture was payable in respect of the Shares together with interest thereon until the Company receives payment in full of all money owing for those Shares. The Shareholder's liability shall cease when the Company receives payment in full of all such money in respect of the forfeited Shares.

8.5 **Evidence of forfeiture:** A certificate of a Director or any other person authorised by the Board that a Share has been forfeited on a specified date shall be conclusive evidence of that forfeiture.

8.6 **Application of sale proceeds:** The net proceeds of sale of any forfeited Share shall be applied in the same manner as set out in clause 7.5

8.7 **Absolute title of purchaser:** The transferee shall not be bound to see to the application of the purchase money nor shall the transferee's title to the Shares be affected by any irregularity or invalidity in the forfeiture or disposal.

8.8 **Damages exclusive remedy:** The remedy of any person aggrieved by a sale pursuant to clause 8.3 shall be against the Company exclusively and in damages only.

## 9. DISTRIBUTIONS TO SHAREHOLDERS

9.1 **Solvency test:** The Board, if it is satisfied on reasonable grounds that the Company will, immediately after the distribution, satisfy the solvency test, may authorise a distribution at a time, and of an amount, to any Shareholders it determines.

9.2 **No interest:** No distribution shall bear interest against the Company.

9.3 **Deductions from distribution:** The Board may deduct from any distribution payable to a Shareholder any amount owed by that Shareholder to the Company on account of:

- (a) unpaid calls and instalments and any interest payable on such amounts, in respect of the Shares for which the distribution is being paid; and
- (b) such amounts as the Company is required by law to deduct, including withholding and other taxes.

9.4 **Method of payment:** A distribution payable in cash may be paid in such manner as the Board thinks fit to the entitled Shareholders or, in the case of joint Shareholders, to the Shareholder named first in the share register, or to such other person and in such manner as the Shareholder or joint Shareholders may in writing direct.

9.5 **Currency of payment:** The Board, if it thinks fit, may differentiate between Shareholders as to the currency in which any distribution is to be paid. In exercising its discretion the Board may have regard to the registered address of a Shareholder, the register on which a Shareholder's Shares are registered and such other matters (if any) as the Board considers appropriate. If the Board determines to pay a distribution in a currency other than New Zealand currency, the amount payable shall be converted from New Zealand currency in such manner, at such time, and at such exchange rate, as the Board thinks fit.

9.6 **Unclaimed distributions:**

- (a) A distribution unclaimed for 1 year after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. The Company shall be entitled to mingle the distribution with other money of the Company and shall not be required to hold it or regard it as being impressed with any trust.
- (b) A distribution unclaimed for 5 years after having become payable may at the expiry of such period be forfeited by the Board for the benefit of the Company, provided always that the Board shall, subject to compliance with the solvency test, at any time after such forfeiture annul the same and pay such distribution to the person producing evidence of entitlement.

## 10. TRANSFER OF SHARES

10.1 **Power to divide share register:** The share register may be divided into 2 or more registers kept in different places.

10.2 **Power to refuse or delay:** Subject to the Act, the Board may refuse or delay the registration of a transfer of Shares:

- (a) if the Company has a lien over any of the Shares; or
- (b) if registration, together with the registration of any further transfer or transfers then held by the Company and awaiting registration, would result in the transferor or the proposed transferee having a holding below a Minimum Holding; or
- (c) if such action is permitted by the Act and the NZX Rules; or
- (d) if the transfer is not accompanied by the certificate (if any) for the Shares to which it relates or such other evidences as the Board or the Company's share registrar may reasonably require to show the right of the transferor to make the transfer.

10.3 **Right to transfer:** Subject to any restrictions contained in this Constitution, a Shareholder or Personal Representative may transfer any Share:

- (a) under a system of transfer approved under the FMC Act or pursuant to a "designated settlement system" within the meaning set out in section 156M of the Reserve Bank of New Zealand Act 1989, which is applicable to the Company; or
- (b) under any other share transfer system which operates in relation to the trading of securities on any stock exchange outside New Zealand on which Shares are listed and which is applicable to the Company; or
- (c) by an instrument of transfer which complies with this Constitution.

10.4 **Method of transfer:** A Share which is disposed of in a transaction which complies with the requirements of a system of transfer authorised under clause 10.3(a) or clause 10.3(b) may be transferred in accordance with the requirements of that system. Where an instrument of transfer



executed by a transferor outside New Zealand would have complied with the provisions of the FMC Act if it had been executed in New Zealand, it may nevertheless be registered by the Company if it is executed in a manner acceptable to the Company or the share registrar.

10.5 **Forms of transfers:** An instrument of transfer of Shares to which the provisions of clause 10.4 are not applicable shall:

- (a) be in any common form or any other form approved by the Company or the share registrar;
- (b) be signed or executed by or on behalf of the transferor; and
- (c) if registration as holder of the Share imposes a liability on the transferee, be signed or executed by or on behalf of the transferee.

10.6 **Transfer of Financial Products other than Shares:** This clause 10 shall apply to transfers of Financial Products of the Company other than Shares with any necessary modifications.

10.7 **Transmission on death of Shareholder:** If a Shareholder dies, the survivor, if the deceased was a joint Shareholder, or the Shareholder's Personal Representative, shall be the only persons recognised by the Company as having any title to or interest in the Shares of the deceased Shareholder. Nothing in this clause 10.7 shall release the estate of a deceased joint Shareholder from any liability in respect of any Share or constitute a release of any lien which the Company may have in respect of any Share.

10.8 **Rights of Personal Representatives:** A Shareholder's Personal Representative is entitled to:

- (a) exercise all rights (including without limitation the rights to receive distributions, to attend meetings and to vote in person or by Representative), and is subject to all limitations, attached to the Shares held by that Shareholder; and
- (b) be registered as holder of those Shares, but such registration shall not operate as a release of any rights (including any lien) to which the Company was entitled prior to registration of the Personal Representative pursuant to this clause 10.8(b).

10.9 **Joint Personal Representatives:** Where a Share is subject to the control of two or more persons as Personal Representatives, they shall, for the purposes of this Constitution, be deemed to be joint holders of the Share.

## 11. MEETINGS OF SHAREHOLDERS

**Proceedings at meetings:** The provisions of Schedule 1 to this Constitution govern proceedings at meetings of Shareholders and, with any necessary modification, proceedings at meetings of Interest Groups.

## 12. POWERS OF THE BOARD

12.1 **Management by Board:**

- (a) The business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board.
- (b) Subject to the Act and to this Constitution, the Board has all the powers necessary for managing and for directing and supervising the management of the business and affairs of the Company.
- (c) The Board may delegate its power in accordance with the Act.

## 13. APPOINTMENT AND REMOVAL OF DIRECTORS

13.1 **Composition:** The Company shall comply with the minimum Board composition requirements of the NZX Rules.

13.2 **Appointment by Ordinary Resolution:** Subject to clause 13.1 and the NZX Rules, any natural person who is not disqualified under the Act and, if required under the NZX Rules, who has been nominated within the time limits in the NZX Rules, may be appointed as a Director at any time by Ordinary Resolution.

13.3 **Existing Directors to continue:** The Directors in office at the date of adoption of the Constitution shall be deemed to be Directors appointed pursuant to the Constitution.

- 13.4 **Appointment by single resolution:** Each resolution to appoint, elect or re-elect a Director must be for the appointment, election or re-election of one Director only.
- 13.5 **Board may appoint Directors:** Subject to clause 13.1 and the NZX Rules, the Board may at any time appoint any natural person who is not disqualified under the Act to be a Director. A Director appointed under this clause 13.5 must retire from office at the next annual meeting of the Company, but shall be eligible for re-election at that meeting.
- Rotation:** Each Director shall retire from office when required to do so by the NZX Rules but, subject to the NZX Rules, shall be eligible for re-election (including at any meeting at which the Director retires).
- 13.6 **Removal of Directors:**
- (a) A Director may be removed from office by Ordinary Resolution of which notice of the intention to so remove the Director has been given under the Act.
  - (b) The office of Director is vacated if the person holding that office:
    - (i) resigns from office by notice in writing to the Company; or
    - (ii) is removed from office pursuant to this Constitution or the Act; or
    - (iii) becomes disqualified from being a Director pursuant to section 151 of the Act; or
    - (iv) dies; or
    - (v) is absent from meetings of the Board for more than six months without the Board's permission, and the Board resolves that the office be vacated; or
    - (vi) becomes bankrupt or makes an arrangement or compromise with the Director's creditors generally.
- 13.7 **Timing of retirement and appointment: If:**
- (a) a Director retires at a meeting of Shareholders and is not re-elected, the Director shall remain in office until, and his or her retirement shall take effect at, the conclusion of the meeting;
  - (b) a Director is removed from office at a meeting of Shareholders by Ordinary Resolution, the Director shall remain in office until, and his or her removal shall take effect at, the conclusion of the meeting; and
  - (c) a person who is not already a Director is appointed or elected as a Director at a meeting of Shareholders, that person shall take office as a Director immediately after the conclusion of the meeting.
- 13.8 **No shareholding qualification:** There is no shareholding qualification for Directors.

## 14. ALTERNATE DIRECTORS

- 14.1 **Appointment:** Each Director may appoint any person, who is not already a Director and is not disqualified by the Act or this Constitution from being a Director, and whose appointment has been approved in writing by a majority of the other Directors, to act as an Alternate Director in his or her place either for a specified period, or generally during the absence or inability to act from time to time of such Director, by giving written notice to that effect to the Company. No Director shall appoint a deputy or agent otherwise than by way of appointment of an Alternate Director.
- 14.2 **Rights of Alternate Director:** Unless otherwise specified by the terms of his or her appointment, each Alternate Director shall:
- (a) be entitled to receive notice of all meetings of the Board if the Director who appointed the Alternate Director is known to be either outside of New Zealand or otherwise unavailable to attend meetings;
  - (b) during the absence of the appointing Director, be entitled to attend and vote at meetings of Directors and be counted in the quorum at such meetings; and

- (c) during the absence of the appointing Director, perform all the functions, and exercise all the powers, of that Director except that:
  - (i) the alternate shall not be entitled to appoint an alternate; and
  - (ii) the alternate shall not be entitled to be remunerated otherwise than out of the remuneration of the appointing Director.

14.3 **Cessation of appointment:** An Alternate Director will cease to be an Alternate Director:

- (a) if the Director who appointed the Alternate Director ceases to be a Director or revokes the appointment; or
- (b) on the occurrence of any event relating to the Alternate Director which, if the Alternate Director were a Director, would disqualify the Alternate Director from being a Director; or
- (c) if a majority of the other Directors resolve to revoke the Alternate Director's appointment.

## 15. MANAGING DIRECTOR

15.1 **Appointment:** The Board may from time to time appoint one of the Directors to the office of managing Director (by whatever name called) either for a fixed term or otherwise and on other such terms (including remuneration) as the Board determines.

15.2 **Removal:** The Board may from time to time remove any such managing Director and appoint another or others in his or her place. Any managing Director who is removed by resolution of the Board shall have no right or claim to continue in office and his or her only remedy against the Company (if any) shall be in damages.

15.3 **Resignation:** Subject to the NZX Rules and the provisions of any contract between him or her and the Company, a managing Director shall be subject to the same provisions concerning rotation, resignation, removal and disqualification as the other Directors. The appointment of a managing Director shall terminate automatically if he or she ceases to be a Director.

15.4 **No power to appoint alternate:** The power to appoint Alternate Directors conferred on Directors by this Constitution does not confer on any managing Director the power to appoint an alternate managing Director.

## 16. MEETINGS OF DIRECTORS

16.1 **Proceedings at meetings:**

- (a) The provisions of Schedule 2 to this Constitution govern the proceedings of the Board.
- (b) The provisions of the Third Schedule to the Act shall not apply to the Company except to the extent that those provisions are included in this Constitution.

## 17. REMUNERATION OF DIRECTORS

17.1 **Authorisation of remuneration:** The Board may, subject to the NZX Rules, exercise the power conferred by section 161 of the Act to authorise remuneration and other benefits to and for Directors.

17.2 **Expenses:** The Directors shall be entitled to be paid reasonable travelling, accommodation and other expenses incurred in relation to the Directors' attendance at meetings or otherwise in connection with the Company's business.

17.3 **Special remuneration:** Without limiting clause 17.1, but subject to the NZX Rules, the Board may authorise special remuneration to any Director who is or has been engaged by the Company or a Subsidiary to carry out any work or perform any services which is not in the capacity of a director of the Company or a Subsidiary.

## 18. INDEMNITY AND INSURANCE

18.1 **Company may indemnify Directors and employees for certain liabilities:** The Company:

- (a) shall indemnify a Director; and

- (b) may, with the prior approval of the Board, indemnify a director of a related company or an employee of the Company or a related company,

for any liability or costs for which a director or employee may be indemnified under the Act. The Board may determine the terms and conditions of such an indemnity.

18.2 **Company may effect insurance for Directors and employees:** The Company may, with the prior approval of the Board, effect insurance for a Director or employee of the Company or a director or employee of a related company for any liability or costs for which a company may effect insurance for a director or employee under the Act. The Board may determine the terms and conditions of any such insurance.

18.3 **Definitions:** In this clause 18:

- (a) "Director" includes a former Director and "director" includes a former director; and
- (b) other words given extended meanings in section 162(9) of the Act have those extended meanings.

## 19. GENERAL

19.1 **Manner of execution of deeds:** An obligation or contract which, if entered into by a natural person, would, by law, be required to be by deed, may be entered into on behalf of the Company in writing signed under the name of the Company by a Director, or any other person authorised by the Board, whose signature must be witnessed, or as otherwise permitted by the Act.

19.2 **Distribution of surplus assets in kind:** If the Company is liquidated the liquidator may, with the approval of Shareholders by Special Resolution, but subject to any other sanction required by the Act:

- (a) divide among the Shareholders in kind the whole or any part of the surplus assets of the Company and for that purpose the liquidator may fix such values for surplus assets as the liquidator considers to be appropriate, and determine how the division will be carried out as between Shareholders or different classes of Shareholder; and
- (b) vest the whole or any part of any such surplus assets in trustees upon such trusts for the benefit of such of those Shareholders as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities on which there is any liability.

19.3 **Notices to joint holders:** A notice may be given by the Company to the joint holders of a Financial Product by giving the notice to the joint holder named first in the register in respect of the Financial Product.

19.4 **Inspection of records by Shareholders:** No Shareholder who is not also a Director is entitled to inspect any accounting or other records of the Company except as expressly authorised by law or permitted by the Board. Subject to the provisions of section 216 of the Act (which permits inspection of certain records by Shareholders) the Board may from time to time determine whether, to what extent, at what times and places, and under what conditions, the accounting or other records of the Company or any of them are open to the inspection of Shareholders (who are not also Directors).

## SCHEDULE 1

### Proceedings at Meetings of Shareholders

#### 1. Chairperson

- 1.1 Subject to clause 1.2 of this Schedule 1, if the Directors have elected a chairperson of the Board, and the chairperson of the Board is present at the meeting of Shareholders, he or she must chair the meeting.
- 1.2 If no chairperson of the Board has been elected or if, at any meeting of Shareholders, the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or is unwilling or unable to act for all or part of the meeting, the Directors present, if any, may choose one of their number to be chairperson of the meeting or such part of the meeting.
- 1.3 If no Director is present within 15 minutes of the time appointed for commencement of the meeting, or no Director is willing or able to act as chairperson, the Shareholders present may choose one of their number to be chairperson of the meeting.

#### 2. Notice of meetings

- 2.1 Written notice of the time, date and place of a meeting of Shareholders must be sent to every Shareholder entitled to receive notice of the meeting and to every Director and the auditor of the Company not less than 10 business days before the meeting.
- 2.2 The notice must:
- 2.2.1 state the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it;
  - 2.2.2 state the text of any Special Resolution to be submitted to the meeting;
  - 2.2.3 state the text of any resolution for the purposes of sections 207I or 207J of the Act to be submitted to the meeting;
  - 2.2.4 in the case of a Special Resolution required by section 106(1)(a) or (b) of the Act, state the right of a Shareholder under section 110 of the Act;
  - 2.2.5 contain or be accompanied by sufficient explanation, reports, valuations and other information as to enable a reasonable person entitled to vote to understand the effect of each resolution proposed;
  - 2.2.6 state that a Shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of the Shareholder and that a proxy need not be a Shareholder; and
  - 2.2.7 for so long as the Company is Listed, comply with the requirements of the NZX Rules.
- 2.3 An irregularity in a notice of a meeting is waived if all the Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver.
- 2.4 The accidental omission to send notice of a meeting to, or the failure to receive notice of a meeting by, any person entitled to receive notice, does not invalidate the proceedings at a meeting.

#### 3. Methods of holding meetings, appointments and voting

- 3.1 A meeting of Shareholders may be held by a number of Shareholders, who constitute a quorum:
- 3.1.1 being assembled together at the time and place appointed for the meeting; or
  - 3.1.2 participating in the meeting by means of audio, audio and visual, or electronic communication; or
  - 3.1.3 by a combination of both of the methods described in clauses 3.1.1 and 3.1.2 of this Schedule 1.

- 3.2 The Company is not required to hold meetings of Shareholders in the manner specified in clauses 3.1.2 or 3.1.3 of this Schedule 1. Meetings will be held in that manner only if the notice of meeting so specifies or the Board otherwise decides that the Company should do so. To avoid doubt, if a meeting is held in the manner specified in clauses 3.1.2 or 3.1.3 of this Schedule 1, a Shareholder participating in a meeting by means of audio, audio and visual, and/or electronic communication is present at the meeting and part of the quorum.
- 3.3 A Shareholder, or the Shareholder's proxy or Representative, may, to the extent permitted by the Act and the NZX Rules, participate in a meeting by means of audio, audio and visual, or electronic communication if:
- 3.3.1 the Board approves those means; and
- 3.3.2 the Shareholder, proxy or Representative complies with any conditions imposed by the Board in relation to the use of those means (including, for example, conditions relating to the identity of the Shareholder, proxy or Representative and that person's approval or authentication (including electronic authentication) of the information communicated by electronic means).

To avoid doubt, participation in a meeting includes participation in any manner specified in Schedule 1 of the Act or this Constitution.

- 3.4 The Board may permit, in relation to a particular meeting of Shareholders or generally in relation to meetings of Shareholders:
- 3.4.1 the appointment of Representatives to be made by electronic means;
- 3.4.2 postal votes to be cast by electronic means; and
- 3.4.3 to the extent permitted by the Act and, if applicable, the NZX Rules, Shareholders to vote by signifying their assent or dissent by electronic means (including, for the avoidance of doubt, voting on a personal computer or other electronic device, with such vote being transmitted to the meeting), instead of the Shareholder voting by another method permitted by the Act or this Constitution.

#### **4. Quorum**

- 4.1 Subject to clause 4.3 of this Schedule 1, no business may be transacted at a meeting of Shareholders if a quorum is not present.
- 4.2 Subject to clause 4.3 of this Schedule 1, a quorum for a meeting of Shareholders is present if 3 Shareholders having the right to vote at the meeting:
- 4.2.1 are present in person or by proxy or by Representative; and/or
- 4.2.2 to the extent such participation is permitted by the Board, are participating by means of audio, audio and visual, and/or electronic communication.
- 4.3 If a quorum is not present within 30 minutes after the time appointed for the meeting:
- 4.3.1 in the case of a meeting called by the Board on the request of Shareholders under section 121(b) of the Act, the meeting shall be dissolved; and
- 4.3.2 in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the Directors may appoint, and if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the commencement of the meeting, the Shareholders or their Representatives present will constitute a quorum.

#### **5. Adjournment**

- 5.1 The chairperson may, at any time during a meeting of Shareholders at which a quorum is present, adjourn the meeting (including either to a later time at the same meeting or to an adjourned meeting).
- 5.2 No business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given in the same manner as the original meeting. If a meeting

is adjourned for less than 30 days, it is not necessary to give notice of the adjournment or of the business to be transacted at the adjourned meeting.

- 5.3 Without limiting clause **Error! Reference source not found.** of this Schedule 1, if a meeting becomes so unruly, disorderly or inordinately protracted that, in the opinion of the chairperson, the business of the meeting cannot be conducted in a proper and orderly manner, the chairperson, notwithstanding any provision to the contrary contained in this Constitution and without the consent of the meeting, may, in his or her sole and absolute discretion and without giving reasons, either adjourn or dissolve the meeting.
- 5.4 If any meeting is adjourned pursuant to clause 5.3 of this Schedule 1, the unfinished business of the meeting shall be dealt with as follows:
- 5.4.1 in respect of any resolution concerning the approval or authorisation of a distribution, the Board may, in the exercise of the powers conferred on it by the Act or this Constitution, authorise the distribution;
- 5.4.2 in respect of any resolution concerning the remuneration of the auditors, the meeting shall be deemed to have resolved that the Board be authorised to fix the remuneration of the auditors; and
- 5.4.3 the chairperson may direct that any other item of business uncompleted at the original meeting, and which in his or her opinion requires to be voted upon, be put to the vote by a poll without further discussion in accordance with clauses 6.9 to 6.11 of this Schedule 1.

## 6. Voting

- 6.1 In the case of a meeting of Shareholders held under clause 3.1.1 of this Schedule 1, unless a poll is demanded, voting at the meeting shall be by whichever of the following methods is determined by the chairperson of the meeting:
- 6.1.1 voting by voice; or
- 6.1.2 voting by show of hands.
- 6.2 In the case of a meeting of Shareholders held under clause 3.1.2 or clause 3.1.3 of this Schedule 1, unless a poll is demanded, voting at the meeting shall be by any method permitted by the chairperson of the meeting.
- 6.3 Subject to the terms of issue of any Share, and to clause 6.10,
- 6.3.1 where voting is by show of hands or by voice, every person present (whether as a Shareholder or as a Representative) has one vote; and
- 6.3.2 where voting is by a poll, every Shareholder present in person or by Representative has:
- (a) in respect of each fully paid Share held by that Shareholder, one vote; and
- (b) in respect of each Share held by that Shareholder which is not fully paid, a fraction of the vote or votes which would be exercisable if that Share was fully paid. That fraction must be proportionate to the payment which has been made (excluding amounts credited and amounts paid in advance of a call).
- 6.4 A declaration by the chairperson of the meeting that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 6.5 of this Schedule 1.
- 6.5 At a meeting of Shareholders a poll may be demanded by:
- 6.5.1 not less than 5 Shareholders having the right to vote at the meeting; or
- 6.5.2 a Shareholder or Shareholders representing not less than 10 per cent of the total voting rights of all Shareholders having the right to vote at the meeting; or
- 6.5.3 a Shareholder or Shareholders holding Shares in the Company that confer a right to vote at the meeting and on which the aggregate amount paid up is not less than 10 per cent of the total amount paid up on all Shares that confer that right; or

- 6.5.4 the chairperson of the meeting.
- 6.6 For the purposes of clause 6.5 of this Schedule 1, the instrument appointing a proxy to vote at a meeting of the Company confers authority to demand or join in demanding a poll. A demand by a person as proxy for a Shareholder has the same effect as a demand by the Shareholder.
- 6.7 A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.
- 6.8 A poll demanded on the election of a chairperson of a meeting or on a question of adjournment must be taken immediately. The chairperson may determine the time and manner in which a poll on which any other question is to be taken and any other business other than that upon which a poll has been demanded may proceed pending the taking of the poll.
- 6.9 If a poll is taken:
- 6.9.1 votes must be counted according to the votes attached to the Shares of each Shareholder present in person or by Representative and voting;
- 6.9.2 the scrutineer shall be nominated by the chairperson;
- 6.9.3 the chairperson of the meeting may declare the result of a poll either at or after the meeting and, when the outcome is known, may do so regardless of whether all votes have been counted; and
- 6.9.4 the result of a poll declared by the chairperson of the meeting will be treated as the resolution of the meeting at which the poll was demanded on the issue for which the poll was taken.
- 6.10 In the case of any dispute as to the admission or rejection of a vote, the chairperson of the meeting shall finally determine the same and such determination made in good faith shall be conclusive.
- 6.11 No Shareholder shall be entitled to vote at any meeting in respect of Shares on which any call or other moneys are due and unpaid other than at a meeting of an Interest Group.
- 7. Proxies**
- 7.1 A Shareholder may exercise the right to vote either by being present in person or by proxy.
- 7.2 A proxy for a Shareholder is entitled to attend and be heard at a meeting of Shareholders as if the proxy were the Shareholder.
- 7.3 A Shareholder may appoint more than one proxy for a particular meeting, provided that more than one proxy is not appointed to exercise the rights attached to a particular Share held by that Shareholder.
- 7.4 A proxy must be appointed by notice in writing signed by or, in the case of an electronic notice, sent by the appointing Shareholder, or by appointing the proxy online as per the Company's instructions in a notice of meeting, and the notice must state whether the appointment is for a particular meeting or a specified term.
- 7.5 A form of notice of appointment of proxy shall be sent (either by mail or electronically) with every notice convening a meeting of Shareholders to every Shareholder entitled to attend and vote at the meeting.
- 7.6 No proxy is effective in relation to a meeting unless the notice of appointment is received by or on behalf of the Company at any place specified for that purpose in the notice of meeting. The notice of meeting may provide for different matters for different kinds of proxies (for example, a different specified time for the receipt of a proxy by electronic means). In any case, the time or times specified may not be more than 48 hours before the start of the meeting.
- 7.7 A proxy is effective in relation to a meeting notwithstanding the previous:
- 7.7.1 death of the principal; or
- 7.7.2 insanity of the principal; or
- 7.7.3 revocation of the proxy; or



7.7.4 transfer of the Shares in respect of which the proxy is given,

unless notice in writing of any such matter has been produced to the satisfaction of the chairperson before the start of the meeting at which the proxy is to be used.

## **8. Minutes**

8.1 The Board must ensure that minutes are kept of all proceedings at meetings of Shareholders.

8.2 Minutes which have been signed correct by the chairperson of the meeting are prima facie evidence of the proceedings.

## **9. Shareholder proposals**

9.1 A Shareholder may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote. The provisions of clause 9 of the First Schedule of the Act apply to any notice given pursuant to this clause **Error! Reference source not found.** of this Schedule 1.

## **10. Corporations may act by Representatives**

10.1 Any body corporate which is a Shareholder may appoint a Representative to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy. A Representative shall have all the same rights and powers as if the Representative were a proxy.

## **11. Votes of joint holders**

11.1 Where 2 or more persons are registered as the holder of a Share, the vote of the person named first in the share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

## **12. Postal voting**

12.1 Postal voting shall only be permitted at any particular meeting if the Board designates such meeting as one at which postal votes may be cast and so identifies the meeting in the relevant notice of meeting given to Shareholders. Where the Board has authorised postal voting then the procedures set out in clause 7 of the First Schedule to the Act together with any other procedures determined by the Board shall apply. For clarity, a postal vote may be cast using electronic means permitted by the Board.

## **13. Other proceedings**

13.1 Subject to the provisions of the Act, and except as otherwise provided in this Constitution, the chairperson of a meeting of Shareholders may regulate the procedure at that meeting.

## SCHEDULE 2

### Proceedings of the Board

#### 1. Chairperson

- 1.1 The Directors may elect one of their number as chairperson of the Board.
- 1.2 The Director elected as chairperson holds that office for the period of appointment determined by the Directors, if any, or otherwise until he or she dies or resigns or the Directors elect a chairperson in his or her place.
- 1.3 If no chairperson is elected, or if at a meeting of the Board the chairperson is not present within 15 minutes after the time appointed for the commencement of the meeting, the Directors present may choose one of their number to be chairperson of the meeting.

#### 2. Notice of meeting

- 2.1 A Director, or if requested by a Director to do so, an employee of the Company may convene a meeting of the Board by giving notice in accordance with this clause 2 of this Schedule 2.
- 2.2 Not less than two days' notice of a meeting of the Board must be given to all Directors, unless the Director waives that right or in the opinion of the chairperson or of Directors who would together constitute a quorum at the meeting, the meeting is necessary as a matter of urgency, in which event such notice as is practicable in the circumstances must be given. Notice may be given to a Director at their nominated postal, delivery, facsimile, email or other communication address (including any electronic address) or number (including any telephone number).
- 2.3 The notice must include the date, time, and place of the meeting and the matters to be discussed. If the meeting is to be by means of audio, or audio and visual, and/or electronic communication, the notice must specify the manner in which the Director will be able to participate at the time of the meeting.
- 2.4 If all reasonable efforts are made to contact a Director or Alternate Director to give notice of a meeting, including by telephone, and the Director or Alternate Director cannot be contacted, notice of the meeting shall be deemed to have been given.
- 2.5 An irregularity in the giving of notice of a meeting is waived if all Directors entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

#### 3. Methods of holding meetings

- 3.1 A meeting of the Board may be held either:
  - 3.1.1 by a number of the Directors who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or
  - 3.1.2 by means of audio, audio and visual, or electronic communication, by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting; or
  - 3.1.3 by a combination of the methods described in clauses 3.1.1 and 3.1.2 of this Schedule 2.

#### 4. Quorum

- 4.1 Unless otherwise determined by the Board, a quorum for a meeting of the Board is 3 Directors present and entitled to vote on the matter (or such other number as the Board may determine from time to time, provided that such number is not less than 3).
- 4.2 No business may be transacted at a meeting of Directors if a quorum is not present.
- 4.3 If notice of a meeting of the Board has been properly given under clause 2 of this Schedule 2 and a quorum is not present within 30 minutes after the time appointed for the meeting, any Director may, by not less than

2 days' notice to every Director, convene a further meeting of the Board. If at that further meeting a quorum is not present within 30 minutes after the time appointed for the meeting any Director present is a quorum.

- 4.4 The Directors may continue to act where there is a vacancy in their body, but where the number of Directors has fallen below the minimum number fixed by clause 13.1 of this Constitution, the continuing Directors may act to remedy the shortfall in Directors to that number or to summon a meeting of Shareholders, but for no other purpose.

## **5. Voting**

- 5.1 Every Director has 1 vote.

- 5.2 A resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on the resolution are in favour of it.

- 5.3 In the case of an equality of votes the chairperson shall not have a second and casting vote.

- 5.4 Any Director who abstains from voting shall not be deemed to have voted for or against the proposal or issue being voted on, and accordingly shall not be required to sign any Director's certificates required under the Act.

- 5.5 A Director must not vote where that Director is not permitted to vote by the NZX Rules or this Constitution.

## **6. Minutes**

- 6.1 The Board shall ensure that minutes are kept of all proceedings at meetings of the Board.

- 6.2 Minutes that have been signed correct by the chairperson of the meeting, or by the chairperson of the next meeting, are prima facie evidence of the proceedings.

## **7. Written resolution**

- 7.1 A resolution in writing, signed or assented to by a majority of the Directors entitled to vote on the resolution is as valid and effective as if it had been passed at a meeting of the Board duly convened and held provided that:

7.1.1 notice of the proposed form of such resolution has been given to all Directors at their nominated postal, facsimile, email or other communication address or number in accordance with clause 2.2 of this Schedule 2; and

7.1.2 those Directors would constitute a quorum for consideration of the resolution at a meeting of the Board and that those Directors have made all efforts they consider reasonable to contact the other Directors for the purposes of determining whether they will sign or assent to the resolution.

- 7.2 A resolution in writing may consist of 1 or more documents (including facsimile or other electronic means of communication) in like form, each signed or assented to by 1 or more Directors (whose assent may be given by electronic communication, including by email).

- 7.3 A copy of any written resolution under this clause 7 of this Schedule 2 must be entered in or kept with the records of Board proceedings.

## **8. Committees**

- 8.1 The proceedings of committees of Directors shall, in the exercise of the powers delegated to it, comply with any procedural or other requirements imposed on it by the Board. Subject to any such requirements, the provisions of this Constitution relating to proceedings of Directors (including this Schedule 2) apply, with appropriate modification, to meetings of a committee of Directors.

## **9. Interested Directors**

- 9.1 Subject to clause 9.2 of this Schedule 2, a Director shall not vote on any Board resolution in respect of any matter in which that Director is interested, nor shall the Director be counted in the quorum for the consideration of that matter. For this purpose, the term *interested* bears the meaning assigned to that term in section 139 of the Act.

9.2 Notwithstanding clause 9.1 of this Schedule 2, a Director may vote in respect of, and be counted in the quorum for the Board for the consideration of, a matter in which that Director is interested if that matter is one in respect of which, pursuant to an express provision of the Act, Directors are required to sign a certificate or one which relates to the grant of an indemnity pursuant to section 162 of the Act.

**10. Validity of actions**

10.1 The acts of a person as a Director are valid even though the person's appointment was defective or the person is not qualified for appointment.

**11. Other proceedings**

11.1 Except as provided in this Schedule 2, the Board may regulate its own procedure.