

Constitution of Rākau Tautoko Limited

CERTIFICATE

Electronic incorporation/adoption - This constitution has been registered electronically and does not require separate certification by a director.

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CONSTITUTION
OF
RĀKAU TAUTOKO LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Constitution, unless the context otherwise requires:

"**Act**" means the Companies Act 1993.

"**charitable purposes**" means every purpose within New Zealand which in accordance with the law of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to the community, and shall include any trust established solely and exclusively for charitable purposes.

"**Board**" has the meaning set out in section 127 of the Act.

"**Class**" means a class of Shares having attached to them identical rights, privileges, limitations and conditions.

"**Company**" means Rākau Tautoko Limited.

"**Constitution**" means this constitution, as altered from time to time.

"**Director**" means a person appointed as a director of the Company in accordance with this Constitution.

"**Distribution**" has the meaning set out in section 2(1) of the Act.

"**Interested**", in relation to a Director, has the meaning set out in section 139 of the Act.

"**month**" means calendar month.

"**Ordinary Resolution**" means a resolution that is approved by a simple majority of the votes of those Shareholders entitled to vote and voting on the question.

"**person**" includes an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, a state or government or any agency thereof, a municipal, local or regional authority, and any other entity or organisation, whether incorporated or not (in each case whether or not having a separate legal personality).

"**Personal Representative**" means:

- (a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder;
- (b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and

- (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 Statute.

"Records" means the documents required to be kept by the Company under section 189(1) of the Act.

"Representative" means:

- (a) a person appointed as a proxy under clause 15;
- (b) a Personal Representative; or
- (c) a representative appointed by a corporation under clause 16.1.

"Share" means a share issued, or to be issued, by the Company, as the case may require.

"Shareholder" means a person whose name is entered in the Share Register as the holder for the time being of one or more Shares.

"Share Register" means the share register for the Company kept in accordance with the Act.

"Special Resolution" means a resolution approved by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the question.

"working day" has the meaning set out in section 2 of the Act.

1.2 **Interpretation:** In this Constitution, unless the context otherwise requires or specifically stated otherwise:

- (a) the table of contents, headings, and descriptions relating to sections of the Act, are inserted for convenience only and shall be ignored in construing this Constitution;
- (b) the singular includes the plural and vice versa;
- (c) reference to a statute or other law includes regulations, rules, orders and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of adoption of this Constitution);
- (d) "written" and "in writing" include any means of reproducing words, figures and symbols in a tangible and visible form;
- (e) words and expressions defined or explained in the Act (unless expressly defined or explained in this Constitution) have the same meaning in this Constitution;
- (f) any word or expression cognate with a definition in this Constitution has a meaning corresponding or construed to that definition; and
- (g) references to clauses and sub-clauses are references to clauses and sub-clauses in this Constitution, unless stated otherwise.

1.3 **Constitution not to prevail over Act:** This Constitution has no effect to the extent that it contravenes the Act, or is inconsistent with it, provided that if there is any conflict between:

- (a) a provision in this Constitution and a provision in the Act which is expressly permitted to be altered by this Constitution; or
- (b) a word or expression defined or explained in the Act and a word or expression defined or explained in this Constitution,

the provision, word or expression in this Constitution prevails.

2. LIMITED PURPOSE

2.1 **Purpose of Company to be limited:** For the purposes of section 16(2) of the Act the Company shall only carry on business in pursuance of the following purposes:

- (a) to build engagement and empowerment in communities by:
 - (i) assisting community groups to co-design programmes that produce a positive social impact (including by supporting whānau to develop healthy relationships to help combat family violence and improving the wellbeing of rangatahi);
 - (ii) undertaking research, development and training to contribute to building engagement in empowerment in communities (including by supporting whānau to develop healthy relationships to help combat family violence and improving the wellbeing of rangatahi); and
- (b) such other charitable purposes as the Board may decide.

2.2 All the assets and profits from time to time of the Company and from its operations, activities, winding up or otherwise, shall be held for and may only be employed for the benefit of such charitable purposes in New Zealand, and shall not be used in part or whole for the private pecuniary benefit of any other person, except that the Company may pay reasonable remuneration on arm's length terms to any Director, employee or officer of the Company in return for services actually rendered to the Company.

2.3 **Effect of restriction:** Clause 2.1 shall apply notwithstanding any other provision in this Constitution to the contrary.

2.4 **Recipient not to influence benefits:** Notwithstanding anything contained or implied in this Constitution, no:

- (a) Shareholder or director of the Company;
- (b) settlor or trustee of a trust that is a shareholder of the Company; or
- (c) associated person (as defined in the Income Tax Act 2007) of any such shareholder, director, settlor or trustee,

shall by virtue of their capacity as such in any way (whether directly or indirectly) be entitled to determine, or materially influence in any way the determination of the nature or the extent of any benefit or advantage or the circumstances in which a benefit or advantage is or is to

be given or received by that person. A person who, in the course of and as part of the carrying on, as a business, a professional public practice, provides professional services to the Company or to any other organisation by which any business of the Company is carried on, shall not, by reason only of providing those professional services, be in breach of this clause.

3. SHARES

3.1 **Existing Shares:** At the time of adoption of this Constitution, the Company has 100 issued Shares. No consideration is payable to the Company for any of those Shares.

3.2 **Classes of Shares:** Different Classes of Shares may be issued by the Company in accordance with the provisions of this Constitution. Without limiting the Classes which may be issued, any Share may be issued upon the basis that it:

- (a) confers preferential rights to distributions of capital or income;
- (b) confers special, limited or conditional voting rights;
- (c) does not confer voting rights; or
- (d) is redeemable in accordance with section 68 of the Act.

3.3 **Board may issue Shares and other securities:** The Board may issue Shares, securities that are convertible into or exchangeable for Shares, or options to acquire Shares, to the Shareholders in any number the Board thinks fit.

3.4 **Pre-emptive rights:** Section 45 of the Act does not apply to the issue of Shares.

3.5 **Consolidation and subdivision of Shares:** The Board may:

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

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

4. SHARE CERTIFICATES

4.1 **Issue of Share certificates:** The Company may issue Share certificates in respect of all or any Shares and must, within 20 working days after receiving an application by a Shareholder, send to that Shareholder a Share certificate, in accordance with section 95 of the Act.

4.2 **Replacement Share certificates:** The Company:

- (a) may issue a replacement certificate for any Share certificate that is worn out or defaced; and
- (b) shall issue a replacement Share certificate for one that has been lost or destroyed, subject to satisfactory proof of that fact, payment of the reasonable expenses of the

Company and, if so required by the Board, an appropriate indemnity being given to the Company.

5. TRANSFER OF SHARES

5.1 **Right to transfer:** Subject to any restrictions contained in this Constitution, a Shareholder or Personal Representative may transfer any Share by an instrument of transfer which complies with this Constitution.

5.2 **Other forms of transfer:** An instrument of transfer shall:

- (a) be in any common form or any other form which the Board may approve;
- (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.

5.3 **Delivery to Company:** An instrument transferring shares must be delivered to the Company or to the agent of the Company who maintains the Share Register, together with the Share certificate (if any) relating to the Shares to be transferred, and the transferee shall provide such evidence as the Board or the agent reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Shares.

5.4 **Board may refuse to register:** Subject to the Act (which imposes certain procedural requirements on a board), the Board may refuse to register, or delay the registration of, a transfer of any Share if:

- (a) the Company has a lien on the Share;
- (b) the Share is not fully paid up;
- (c) the instrument of transfer is not accompanied by the relevant Share certificate (if any) and such other evidence as the Board reasonably requires to prove the title of the transferor to, or right of the transferor to transfer, the Share;
- (d) the Board has notice of any agreement by the Shareholder to transfer only to some specified person or subject to some specified condition; or
- (e) the Board, in its absolute discretion, believes that registration of the transfer would not be in the best interests of the Company, but this provision shall not apply in respect of a transfer to an existing Shareholder.

provided that the Board resolves to exercise its power under this clause within 30 working days after receipt of the relevant transfer and notice of the resolution is sent to the transferor and to the transferee within five working days of the resolution being passed by the Board.

5.5 **When transfer effective:** A transferor of a Share is deemed to remain the holder of the Share until the name of the transferee is entered in the Share Register in respect of the Share.

5.6 **Company to retain transfer:** If the Company registers a transfer it shall retain the instrument of transfer.

5.7 **Multiple registers:** The Share Register may, by resolution of the Board, be divided into two or more registers, which may be kept in different places.

6. TRANSMISSION OF SHARES

6.1 **Transmission on death of Shareholder:** If a Shareholder dies the survivor, if the deceased was a joint Shareholder, or the 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, but nothing in this clause 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.

6.2 **Rights of Personal Representatives:** A Personal Representative of a Shareholder:

- (a) is entitled to 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) is entitled to 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 sub-clause.

7. DISTRIBUTIONS

7.1 **No power to authorise:** The Shares shall not carry any right to receive dividends, Distributions, or any right to share in the distribution of surplus assets upon liquidation of the Company.

8. EXERCISE OF POWERS OF SHAREHOLDERS

8.1 **Alternative forms of meeting:** A meeting of Shareholders may be held by a number of Shareholders, who constitute a quorum:

- (a) being assembled together at the place, date and time appointed for the meeting; or
- (b) participating in the meeting by means of audio, audio and visual, or electronic communication; or
- (c) by a combination of both of the methods described in sub-clauses (a) and (b).

For the avoidance of doubt, a Shareholder participating in a meeting by means of audio, audio and visual, or electronic communication is present at the meeting and part of the quorum.

8.2 **Exercise of power by meeting or written resolution:** A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

- (a) at a meeting of Shareholders; or
- (b) by a resolution in writing signed in accordance with section 122 of the Act.

8.3 **Powers exercisable by Ordinary Resolution:** Unless otherwise specified in the Act or this Constitution, a power or right of approval reserved to Shareholders may be exercised by Ordinary Resolution.

9. MEETINGS OF SHAREHOLDERS

9.1 **Annual meetings:** The Company shall hold annual meetings of Shareholders in accordance with section 120 of the Act unless in the case of any annual meeting, everything required to be done at that meeting (by resolution or otherwise) is done by resolution in writing signed in accordance with section 122 of the Act.

9.2 **Special meetings:** A special meeting of Shareholders entitled to vote on an issue:

- (a) may be called by the Board at any time; and
- (b) shall be called by the Board on the written request of Shareholders holding Shares carrying together not less than 5% of the voting rights entitled to be exercised on any of the questions to be considered at the meeting.

9.3 **Time and place of meetings:** Each meeting of Shareholders shall be held at such time and place as the Board appoints.

10. NOTICE OF MEETINGS OF SHAREHOLDERS

10.1 **Written notice:** Written notice of the time and place of a meeting of Shareholders shall be sent to every Shareholder entitled to receive notice of the meeting and to every Director, and to the auditor (if any) of the Company, not less than 10 working days before the meeting, but with the consent of all Shareholders entitled to attend and vote at a meeting, it may be convened by such shorter notice and in such manner as those Shareholders agree.

10.2 **Contents of notice:** A notice of meeting shall state:

- (a) 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;
- (b) the text of any Special Resolution to be submitted to the meeting; and
- (c) in the case of Special Resolutions required by sections 106(1)(a) or 106(1)(b) of the Act, the rights of a Shareholder under section 110 of the Act.

10.3 **Waiver of notice irregularity:** 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.

10.4 **Accidental omission of notice:** The accidental omission to give notice of a meeting to, or the failure to receive notice of a meeting by, any person, does not invalidate the proceedings at that meeting.

10.5 **Notice of adjourned meeting:** If a meeting of Shareholders is adjourned for less than 21 working days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned. In any other case, notice of the adjourned meeting shall be given in accordance with clause 10.1.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

- 11.1 **Requirement for quorum:** Subject to clause 11.3, no business may be transacted at a meeting of Shareholders if a quorum is not present.
- 11.2 **Quorum:** Subject to clause 11.3, a quorum for a meeting of Shareholders is a Shareholder or Shareholders present in person or by Representative and holding, or representing the holder or holders of, a majority of the Shares.
- 11.3 **Lack of quorum:** If a quorum is not present within 30 minutes after the time appointed for the meeting:
- (a) in the case of a meeting called by the Board on the written request of Shareholders entitled to exercise that right, the meeting is dissolved; and
 - (b) 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 Board may appoint and, if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the Shareholders or their Representatives present are a quorum.
- 11.4 **Adjournment of meeting:** The Chairperson may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the relevant meeting.

12. CHAIRPERSON OF MEETINGS OF SHAREHOLDERS

- 12.1 **Chairperson:** If the Directors have elected a chairperson of the Board, and he or she is present at a meeting of Shareholders, he or she shall chair the meeting, unless or except to the extent that the chairperson considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting.
- 12.2 **Directors may appoint chairperson:** 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 after the time appointed for the commencement of the meeting, or considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting, the Directors present may elect one of their number to chair the meeting or that part of the meeting which relates to the particular business, as the case may require.
- 12.3 **Shareholders may appoint chairperson:** If at any meeting of Shareholders no Director is willing to act as chairperson or no Director is present within 15 minutes after the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to chair the meeting.

13. VOTING AT MEETINGS OF SHAREHOLDERS

- 13.1 **Voting at meeting in one place:** In the case of a meeting of Shareholders held under clause 8.1, unless a poll is demanded in accordance with clause 14.1, the chairperson of the meeting shall determine whether voting will be by voice or by show of hands.
- 13.2 **Voting at audio/visual meeting:** In the case of a meeting of Shareholders held under clause 8.1(b) or 8.1(c), unless a poll is demanded in accordance with clause 14.1, voting at the meeting shall be by any method permitted by the chairperson of the meeting.
- 13.3 **Entitlement to vote:** A Shareholder may exercise the right to vote either in person or by Representative.
- 13.4 **Number of votes:** Subject to clause 13.8 and to any rights or restrictions for the time being attached to any Class of Shares:
- (a) where voting is by show of hands or by voice every Shareholder present in person or by Representative has one vote; and
 - (b) on a poll every Shareholder present in person or by Representative has one vote in respect of each Share held by that Shareholder.
- 13.5 **Declaration by chairperson:** A declaration by the chairperson of a 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 14.1.
- 13.6 **Chairperson's casting vote:** The chairperson of a meeting of Shareholders is not entitled to a casting vote.
- 13.7 **Joint Shareholders:** Where two or more persons are registered as joint Shareholders, 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.
- 13.8 **No vote when amount owing on Share:** A Shareholder is not entitled to vote at any meeting of Shareholders in respect of any Share if any amount is due and payable on that Share by the Shareholder to the Company.

14. POLLS

- 14.1 **Right to demand poll:** At a meeting of Shareholders a poll may be demanded by:
- (a) the chairperson;
 - (b) not less than five Shareholders having the right to vote at the meeting;
 - (c) a Shareholder or Shareholders representing not less than 10% of the total voting rights of all Shareholders having the right to vote at the meeting; or
 - (d) a Shareholder or Shareholders holding Shares that confer a right to vote at the meeting and on which the aggregate amount paid up is not less than 10% of the total amount paid up on all Shares that confer that right.

- 14.2 **When poll may be demanded:** A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.
- 14.3 **Poll procedure:** A poll shall be taken in such manner as the chairperson directs and the result of a poll is deemed to be a resolution of the meeting at which the poll is demanded.
- 14.4 **When poll taken:** A poll demanded on the election of a chairperson of a meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken at such time as the chairperson directs and any business, other than that upon which a poll is demanded, may proceed pending the taking of the poll.
- 14.5 **Votes:** On a poll:
- (a) votes may be given either personally or by Representative;
 - (b) votes shall be counted according to the votes attached to the Shares of each Shareholder present in person or by Representative and voting in respect of those Shares; and
 - (c) a Shareholder need not cast all the votes to which the Shareholder is entitled and need not exercise in the same way all of the votes which the Shareholder casts.

15. PROXIES

- 15.1 **Right to appoint:** A Shareholder may appoint a proxy to vote on behalf of the Shareholder at a meeting of Shareholders. The proxy is entitled to attend and be heard at the meeting and to demand or join in demanding a poll, as if the proxy were the Shareholder.
- 15.2 **Multiple proxies:** 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 the Shareholder.
- 15.3 **Notice of appointment:** A proxy shall be appointed by written notice signed by, or in the case of an electronic notice, sent by the appointing Shareholder and the notice shall state whether the appointment is for a particular meeting or for a specified term.
- 15.4 **Production of notice:** No appointment of a proxy is effective in relation to a meeting unless a copy of the notice of appointment is received by the Company at its registered office, or at such other address as is specified for that purpose in the notice convening the meeting, no later than 48 hours before the start of the meeting.
- 15.5 **Validity of proxy vote:** A vote given in accordance with the terms of a notice of appointment of a proxy is valid notwithstanding the previous death or mental disorder of the principal, the revocation of the appointment or of the authority under which the notice of appointment was executed, or the transfer of the Share in respect of which the proxy is appointed, if no written notification of such death, mental disorder, revocation, or transfer is received by the Company at its registered office before the commencement of the meeting or adjourned meeting for which the proxy is appointed.

16. CORPORATE REPRESENTATIVE

- 16.1 **Appointment of representative:** A corporation which is a Shareholder may appoint a person to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy.

17. SHAREHOLDER PROPOSALS AND MANAGEMENT REVIEW

- 17.1 **Shareholder proposals:** A Shareholder may give written notice to the Board of a matter which 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 to the Act apply to any notice given pursuant to this clause.
- 17.2 **Management review by Shareholders:** The chairperson of a meeting of Shareholders shall allow a reasonable opportunity for Shareholders at the meeting to question, discuss, or comment on the management of the Company. The Shareholders may pass a resolution relating to the management of the Company at that meeting but the resolution will not be binding on the Board.

18. APPOINTMENT AND REMOVAL OF DIRECTORS

- 18.1 **Number of Directors:** The number of Directors shall not at any time be less than one.
- 18.2 **Appointment:** A person may be appointed as a Director at any time by Ordinary Resolution or by written notice to the Company signed by the holders of a majority of the Shares which confer the right to vote at meetings of Shareholders. Two or more persons may be appointed as Directors by a single resolution or notice.
- 18.3 **Existing Director to continue:** The person holding office as a Director on the date of adoption of this Constitution continue in office and is deemed to have been appointed pursuant to this Constitution.
- 18.4 **Removal:** A Director may at any time be removed from office by Ordinary Resolution or by written notice to the Company signed as provided in clause 18.6.
- 18.5 **Alternate Directors:** Each Director shall have power from time to time to appoint, by notice to the Company, any person who is not already a Director and who is approved by a majority of the other Directors to act as an alternate Director in his or her place. The following provisions shall apply to an alternate Director:
- (a) The appointment may at any time be revoked by notice to the Company given by the appointor or by a majority of the other Directors and is automatically revoked when the appointor vacates office.
 - (b) The alternate Director is not entitled to any remuneration in his or her capacity as an alternate Director additional to that of the Director in whose place he or she acts.
 - (c) Unless otherwise provided by the terms of the appointment, the alternate Director, while acting in that capacity:

- (i) has the same rights, powers and privileges (including, without limitation, the power to sign resolutions of Directors, and the power to execute documents on behalf of the Company, but excluding the power to appoint an alternate Director); and
- (ii) shall discharge all the duties and obligations,

of the Director in whose place he or she acts.

18.6 Notice of appointment and removal: Any notice to the Company pursuant to this clause 18 appointing or removing a Director or alternate Director must:

- (a) be signed, or purport to be signed, by the person exercising such right;
- (b) in the case of joint Shareholders, be signed, or purport to be signed, by all of those Shareholders;
- (c) if given by a Shareholder which is a corporation, be signed, or purport to be signed, on behalf of the corporation by any director or other person holding equivalent office; and
- (d) be given to the Company by delivering the notice, or by sending the notice through the post or by electronic means of communication, to its registered office,

and may be comprised in one or more separate notices, each signed or purporting to be signed by one or more persons. A notice shall, unless specified otherwise, be effective from the time of receipt of the notice by the Company at its registered office.

18.7 Appointment of managing director: The Board may from time to time appoint one or more Directors to the office of managing director for such period, and on such terms, as the Board thinks fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A managing director shall be subject to the same provisions as to vacation of office as apply to the other Directors and, if a managing director ceases for any reason to hold office as a Director, he or she shall immediately cease to hold the office of managing director.

18.8 Vacation of office: A Director ceases to be a Director if he or she:

- (a) dies, or becomes mentally disordered or subject to a property order or personal order made under the Protection of Personal and Property Rights Act 1988;
- (b) resigns by written notice delivered to the Company at its address for service or at its registered office (such notice to be effective at the time when it is so received unless a later time is specified in the notice);
- (c) becomes disqualified from being a Director pursuant to the Act;
- (d) is removed from office in accordance with clause 18.4;
- (e) becomes bankrupt or makes an arrangement or composition with his or her creditors generally; or
- (f) has for more than six months been absent without approval of the Board from meetings of the Board held during that period.

19. INDEMNITY AND INSURANCE

19.1 **Indemnity of Directors:** The Company may exercise the powers conferred by section 162 of the Act to indemnify, and to effect insurance for, a director or employee, or former director or employee, of the Company or a related company.

20. POWERS OF DIRECTORS

20.1 **Management of Company:** Except as provided in clause 20.3, the business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board.

20.2 **Exercise of powers by Board:** Subject to the provisions of clause 20.3, the Board may exercise all the powers of the Company which are not required, either by the Act or this Constitution, to be exercised by the Shareholders.

20.3 **Exercise of powers by Shareholders:** The Shareholders may at any time by Special Resolution exercise any of the powers which would otherwise fall to be exercised by the Board, but the exercise of any such power shall not invalidate any prior act of the Board which would have been valid if the power had not been exercised by the Shareholders.

20.4 **Delegation of powers:** The Board may delegate to a committee of Directors, a Director, an employee of the Company, or to any other person, any one or more of its powers, other than a power set out in the second schedule to the Act.

20.5 **Appointment of attorney:** The Company may exercise the power conferred by section 181 of the Act to appoint a person as its attorney, either generally or in relation to a specified matter. Any such power of attorney may contain such provisions for the protection of persons dealing with the attorney as the Board thinks fit, and may also authorise any attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

20.6 **Ratification by Shareholders:** Subject to the provisions of section 177 of the Act (relating to ratification of directors' actions) the Shareholders, or any other person in whom a power is vested by this Constitution or the Act, may ratify the purported exercise of that power by a Director or the Board in the same manner as the power may be exercised. The purported exercise of a power that is ratified under this clause is deemed to be, and always to have been, a proper and valid exercise of that power.

20.7 **Change of name of Company:** The Board shall not authorise a change of name of the Company without the prior approval of Shareholders.

21. INTERESTS OF DIRECTORS

21.1 **Disclosure of Interests:** A Director shall comply with the provisions of section 140 of the Act (relating to disclosure of interest of directors) but failure to comply with that section does not affect the operation of clause 21.2.

21.2 **Personal involvement of Directors:** Notwithstanding any rule of law or equity to the contrary, but subject to sections 107(3) and 141 of the Act (relating to avoidance of transactions in which a Director is Interested) and section 36(4)(a) of the Financial Reporting Act 2013 (prohibiting a director from acting as auditor of a company), a Director may:

- (a) contract with the Company in any capacity;
- (b) be a party to any transaction with the Company;
- (c) have any direct or indirect personal involvement or Interest in any transaction or arrangement to which the Company is a party or in which it is otherwise directly or indirectly interested or involved;
- (d) become a director or other officer of, or otherwise Interested in, any corporation promoted by the Company or in which the Company may be directly or indirectly interested as a shareholder or otherwise; and
- (e) retain any remuneration, profit or benefits in relation to any of the foregoing,

and no contract or arrangement of any kind referred to in this clause may be avoided by reason of a Director's Interest.

21.3 **Interested Directors may not vote, etc:** A Director who is Interested in a transaction entered into, or to be entered into, by the Company may not:

- (a) vote on any matter relating to the transaction;
- (b) attend a meeting of the Board at which any matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;
- (c) sign a document relating to the transaction on behalf of the Company; and
- (d) do any other thing in his or her capacity as a Director in relation to the transaction.

22. PROCEEDINGS OF BOARD

22.1 **Third schedule to Act not to apply:** The provisions of the third schedule to the Act (relating to proceedings of a board) do not apply to the Company, except to the extent expressly incorporated in this Constitution.

22.2 **Alternative forms of meeting:** A meeting of the Board may be held either:

- (a) by a number of the Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) 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
- (c) by a combination of the methods described in sub-clauses (a) and (b) above.

22.3 **Procedure:** Except as provided in this Constitution, the Board may regulate its own procedure.

22.4 **Convening of meeting:** A Director, or an employee of the Company at the request of a Director, may convene a meeting of the Board by giving notice in accordance with clause 22.5.

22.5 **Notice of meeting:** The following provisions apply in relation to meetings of the Board except where otherwise agreed by all Directors in relation to any particular meeting or meetings:

- (a) Not less than two working days' notice of a meeting shall be given to each Director (other than a Director who has waived that right).
- (b) Notice to a Director of a meeting may be:
 - (i) given to the Director in person by telephone or other oral communication;
 - (ii) delivered to the Director;
 - (iii) posted to the address given by the Director to the Company for such purpose; or
 - (iv) sent by electronic means in accordance with any request made by the Director from time to time for such purpose.
- (c) It is not necessary to give notices of meetings to an alternate Director, unless the Director who appointed that person has given written notice to the Company requiring that such notices be given.
- (d) A notice of meeting shall:
 - (i) specify the date, time and place of the meeting;
 - (ii) in the case of a meeting by means of audio, or audio and visual, communication, specify the manner in which each Director may participate in the proceedings of the meeting; and
 - (iii) give an indication of the matters to be discussed, in sufficient detail to enable a reasonable Director to appreciate the general import of the matters, unless this is already known to all the Directors or is impracticable in any particular circumstances.
- (e) A notice of meeting given to a Director pursuant to this clause is deemed to be given:
 - (i) in the case of oral communication, at the time of notification;
 - (ii) in the case of delivery, by handing the notice to the Director or by delivery of the notice to the address of the Director;
 - (iii) in the case of posting, three working days after it is posted; and
 - (iv) in the case of electronic means, at the time of transmission.
- (f) If all reasonable efforts have been made to give notice of a meeting to a Director in accordance with this clause but the Director cannot be contacted, notice of the meeting shall be deemed to have been duly given to that Director.

- 22.6 **Waiver of notice irregularity:** An irregularity in the giving of notice of a meeting is waived if each of the Directors either attends the meeting without protest as to the irregularity or agrees (whether before, during or after the meeting) to the waiver.
- 22.7 **Quorum:** Where the Company has fewer than three Directors, a quorum for a meeting of the Board is one Director. Where the Company has three or more Directors, a quorum for a meeting of the Board is a majority of Directors. No matter may be considered at a meeting of the Board if a quorum is not present.
- 22.8 **Chairperson:** The Directors may elect one of their number as chairperson of the Board and determine the period for which he or she is to hold office. 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.
- 22.9 **Voting:** Every Director has one vote. The chairperson does not have a casting vote. 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 it are in favour of the resolution. A Director present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless he or she expressly dissents from or votes against, or expressly abstains from voting on, the resolution at the meeting.
- 22.10 **Written resolution:** A resolution in writing signed or assented to by all the Directors entitled to vote on that resolution is as valid and effective as if passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents (including electronic communication such as email) in similar form, each signed or assented to by one or more Directors (whose assent may be given by electronic communication, including by email). A copy of any such resolution shall be entered in the Records.
- 22.11 **Committees:** A committee 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 apply, with appropriate modification, to meetings of a committee of Directors.
- 22.12 **Validity of actions:** 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.
- 22.13 **Minutes:** The Board shall ensure that minutes are kept of all proceedings at meetings of the Shareholders and of the Board. Minutes which have been signed correct by the chairperson of the meeting are prima facie evidence of the proceedings.

23. METHOD OF CONTRACTING

- 23.1 **Deeds:** A deed which is to be entered into by the Company may be signed on behalf of the Company, by:
- (a) two or more Directors; or
 - (b) if there is only one Director, by that Director whose signature must be witnessed; or
 - (c) a Director, or any person authorised by the Board, whose signature must be witnessed; or

(d) one or more attorneys appointed by the Company

23.2 **Other written contracts:** An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express or implied authority of the Company.

23.3 **Other obligations:** Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express or implied authority of the Company.

24. INSPECTION OF RECORDS

24.1 **Inspection by Directors:** Subject to section 191(2) of the Act (which relates to the power of a court to limit inspection), all accounting and other records of the Company shall be open to the inspection of any Director.

24.2 **Inspection 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.

25. NOTICES

25.1 **Reports, etc to Shareholders:** Annual reports, notices and other documents required to be sent to a Shareholder shall be sent in the manner provided in section 391 of the Act.

25.2 **Accidental omissions:** The failure to send an annual report, notice, or other document to a Shareholder in accordance with the Act or this Constitution does not invalidate the proceedings at a meeting of Shareholders if the failure to do so was accidental.

25.3 **Joint Shareholders:** A notice may be given by the Company to joint Shareholders by giving the notice to the joint Shareholder named first in the Share Register in respect of the Share.

25.4 **Shareholder deceased or bankrupt:** If a Shareholder dies or is adjudicated bankrupt, notice may be given in any manner in which notice might have been given if the death or bankruptcy had not occurred, or by giving notice in the manner provided in section 391 of the Act to the Personal Representative of the Shareholder at the address supplied to the Company for that purpose.

25.5 **Waiver by Shareholders:** Subject to section 212(2) of the Act, a Shareholder may from time to time, by written notice to the Company, waive the right to receive all or any documents from the Company and may at any time thereafter revoke the waiver in the same manner. While any waiver is in effect, the Company need not send to the Shareholder the documents to which the waiver relates.

26. LIQUIDATION

- 26.1 **Distribution of Surplus:** If upon liquidation of the Company there remains, after the satisfaction of debts and liabilities of the Company and the costs of liquidation, any assets whatsoever, those remaining assets shall not be paid out or distributed other than to a person, nominated in writing to the liquidator by a special resolution of the Shareholders, or failing such nomination, as the liquidator in his or her sole discretion chooses, to be used exclusively for charitable purposes within New Zealand.

27. NO ALTERATION AFFECTING CHARITABLE STATUS

- 27.1 **Modification of terms of Constitution:** The Shareholders may, by a Special Resolution revoke, vary, or add to any of the provisions of this Constitution, provided such revocation, variation, or addition is consistent with the charitable purposes of the Company.