

ANNEXURE A

This annexure A of 23 pages referred to in form ASIC Form 205 Notification of Resolution

Signed:

Dated:

**Constitution of Motorcycling Australia
Limited
ACN 057 830 083**

Date: June 2015

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Corporations Law

Company Limited by Guarantee

Constitution of Motorcycling Australia Limited

Date: August 2014

1. NAME

The name of the company is Motorcycling Australia Limited (**Company**).

2. OBJECTS OF THE COMPANY

FIM is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of motorcycling. So that the above authority may be exercised in a fair and equitable manner, FIM has drawn up the Statutes and Regulations governing motorcycling.

Each national federation including the Company belonging to FIM, shall be presumed to acquiesce in and be bound by the Statutes and Regulations. Subject to such acquiescence and restraint, one single national federation per country, is recognised by FIM as the sole international sporting power for the enforcement of the present Statutes and Regulations and control of motorcycling in its own country. The Company has been so recognised by FIM and delegated by FIM with exercising the Sporting Power for Australia.

The Company is established solely to:

- (a) adopt and exercise the Sporting Power as the national federation for motorcycling in Australia and act as the sole Australian affiliated member of the Federation Internationale Motorcyclisme or its successor or assign (**FIM**) in accordance with the Statutes and Regulations;
- (b) regulate, encourage, administer, promote, advance and manage motorcycling in Australia through competition and commercial means;
- (c) ensure that all motorcycling in Australia is carried on in a manner, which secures and enhances the safety of participants, officials, referees, spectators and the public and which allows the sport to be competitive and fair;
- (d) adopt, formulate, issue, interpret, implement and amend from time to time General Competition Rules including regulations and appendices (**GCR**) and such other regulations as are necessary for the control and conduct of motorcycling in Australia;
- (e) develop, manage and control the sport of motorcycling in Australia in accordance with and having regard to the Statutes and Regulations of FIM and the GCR, By-Laws and Standing Orders of the Company;
- (f) allot and control the conduct of National Competitions, Australian Championships, other Australian titled events, National and international records and international and interstate events;
- (g) maintain a record of the winners of Australian Championships;

- (h) maintain a register of holders of Australian records;
- (i) issue or approve licences and permits and rider clearances in accordance with the rules and regulations of the FIM and the GCR;
- (j) determine, arrange and publish an annual Australian motorcycling calendar of events;
- (k) establish and maintain an Australian motorcycling judicial system in accordance with the GCR so as to facilitate the resolution of disputes involving any Member of the Company or any other person in any way associated with the sport of motorcycling in Australia;
- (l) co-operate in securing legislation governing the use of motorcycles and the administration of such legislation and in all things to foster and develop motorcycling in Australia;
- (m) pursue through itself or other such entity commercial arrangements, including sponsorship and marketing, opportunities as are appropriate to further these Objects;
- (n) protect, develop and exploit the Intellectual Property;
- (o) formulate or adopt and implement appropriate policies, including policies in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, infectious diseases and such other matters as arise from time to time as issues to be addressed in motorcycling;
- (p) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (q) co-operate or join with or support any association, organisation, society, individual whose activities or purposes are similar to those of the Company or which advance motorcycling in Australia;
- (r) have regard to the public interest in its operations; and
- (s) undertake and or do all such things or activities as are necessary, incidental or conducive to the advancement of these Objects.

3. POWERS OF THE COMPANY

Solely for furthering the Objects the Company has the legal capacity and powers set out under section 124 of the Act.

4. APPLICATION OF INCOME

The income and property of the Company shall be applied solely towards the promotion of the Objects.

- (a) No portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- (b) No remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member who holds any office of the Company.

- (c) Nothing contained in clauses 4(a) or (b) shall prevent payment in good faith of or to any member -
- (i) for any services actually rendered to the Company whether as an employee or otherwise;
 - (ii) for goods supplied to the Company in the ordinary and usual course of business;
 - (iii) of interest on money borrowed from any Member;
 - (iv) of rent for premises demised or let by any Member to the Company;
 - (v) for any out-of-pocket expenses incurred by the Member on behalf of the Company; or
 - (vi) for any other reason;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5. ADDITION ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless it has been approved by Special Resolution.

6. LIABILITY OF MEMBERS

The liability of the Members of the Company is limited.

7. MEMBERS' CONTRIBUTIONS

Every Member undertakes to contribute to the assets of the Company in the event of it being wound up while a Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of the Company contracted before the time at which it ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one dollar.

8. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Company but shall be paid to or distributed to an organisation or organisations having objects similar to the Objects of the Company and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by clause 4 this Constitution. Such organisation to be determined by the Members of the Company at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

9. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by the Company and the manner in respect of which such receipt and expenditure takes

place and of the property, assets and liabilities of the Company and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with this Constitution of the Company for the time being, shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the provisions of the Act.

10. INTERPRETATION

(a) In this Constitution unless the contrary intention appears:

Act means the Corporations Act 2001 (C/w).

Board means the Directors of the Company acting as a body and includes the President and the Vice-President.

Chief Executive Officer means the chief executive officer appointed by the Board having such functions as are set out under this Constitution.

Club means a body formed primarily for the purposes of participating in, or promoting motorcycling or related activities.

Constitution means this Constitution of the Company.

Council means the council of the Company.

Councillor means a member of the Council who is appointed by a SCB.

Director means a member of the Board.

Financial Year means the year ending 31 December in each year.

GCR means the General Competition Rules of the Company including all regulations made under them and appendices to them, as amended from time to time by the Board.

General Meeting means the Annual or any Special General Meeting of the Company.

Intellectual Property means all rights subsisting in copyright, trade names, trade marks, logos, designs, equipment, images (including photographs, videos or films) or service marks (whether registered or registrable) relating to the Company, the words 'motorcycling' or any event or competition or motorcycling equipment, product, publication or activity (including all Australian Championships and the National Motorcycling Calendar) developed, conducted, promoted or administered by the Company.

SCB means a body which is or may be recognised by the Company as the controlling body of the sport in each State.

Member means a member for the time being of the Company under clause 11.

Objects means the Objects of the Company in clause 2.

President means the President for the time being of the Company.

Regulations means any regulations made by the Board under clause 71.

Special Resolution means a resolution:

- (i) of which at least 21 days notice has been given in accordance with the Act; and
- (ii) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

Sporting Power means that power delegated to the Company by FIM for the exclusive control and management of motorcycling in Australia.

State means the States of Australia and includes the Northern Territory. Other territories of Australia including the Australian Capital Territory may be included in this definition at the discretion of the Council.

Statutes and Regulations means the statutes and regulations of FIM in force from time to time.

Vice-President means the Vice-President for the time being of the Company.

- (a) Expressions referring to 'writing' shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (b) In this Constitution
 - (i) a reference to a function includes a reference to a power, authority and duty;
 - (ii) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
 - (iii) words importing the singular include the plural and vice versa;
 - (iv) words importing any gender include the other genders;
 - (v) references to persons include corporations and bodies politic;
 - (vi) references to a person include the legal personal representatives, successors and permitted assigns of that person;
 - (vii) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
- (c) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution

or affecting the validity or enforceability of that provision in any other jurisdiction.

- (d) Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution, that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.
- (e) The Company is established solely for the Objects.
- (f) The replaceable rules referred to in the Act are displaced by this Constitution.

11. MEMBERS

- (a) Membership of the Company shall be divided into the following classes:
 - (i) All SCBs;
 - (ii) All Clubs affiliated with an SCB;
 - (iii) promoters and other recognised associations recognised by an SCB or the Company;
 - (iv) Holders of licences issued by the Company;
 - (v) All members of Clubs affiliated with an SCB who are not holders of a licence issued by the Company (whether as individuals or otherwise);
 - (vi) Life Members; and
 - (vii) such other classes as are created from time to time under clause 11(c).
- (b) Only SCBs through their nominated delegates shall have the right to vote, debate and move and second motions at meetings of the Company. All other Members shall have no such rights.
- (c) The Council has power from time to time to create new classes of membership
- (d) Where a Club is unincorporated, that is, has no legal status separate from its individual members, the nominated representative of the Club shall be deemed to represent the Club for all membership purposes under this Constitution.
- (e) Affiliation of all Members other than SCBs and Clubs will be governed by the procedures set out in Regulations determined by the Board from time to time. The requirements for the affiliation of Clubs with an SCB will be determined by the relevant SCB from time to time.

12. SCBS

- (a) The Company recognises an SCB in each State as the controlling body responsible for ensuring the efficient administration of motorcycling in that SCB's State strictly in accordance with the Objects.
- (b) Each SCB will:

- (i) act at all times with all requirements that may be imposed on it by the relevant State government;
 - (ii) at all times act for and on behalf of the interests of the Company, the Members, and motorcycling;
 - (iii) do all that is reasonably necessary to enable the Objects to be achieved;
 - (iv) act in good faith and loyalty to ensure the maintenance and enhancement of the Company and motorcycling, its standards, quality and reputation for the collective and mutual benefit of the Members and motorcycling;
 - (v) at all times operate with, and promote, mutual trust and confidence between the Company and the Members in pursuit of the Objects;
 - (vi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of motorcycling, and its maintenance and enhancement;
 - (vii) make full and proper disclosure to each other of all matters of importance to an SCB, the Company and motorcycling;
 - (viii) not acquire a private advantage at the expense of the Company or any other SCB or motorcycling; and
 - (ix) promote the economic and sporting success, strength and stability of the Company and act interdependently with each other in pursuit of the Objects.
 - (x) In each year provide the Company with a copy of the SCBs audited accounts for its previous financial year, within four months of the end of that financial year.
- (c) Each SCB shall maintain, in a form and with such details as are acceptable to the Company, a register of all Members in its State. Each SCB shall provide a copy of the register at a time and in a form acceptable to the Company, and shall provide regular updates of the register to the Company.

13. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:
 - (i) The Constitution constitutes a contract between each of them and the Company and that they are bound by the Constitution and the GCR.
 - (ii) They shall comply with and observe the Constitution, any Regulations and the GCR and any determination or resolution which may be made or passed by the Council or by the Board.
 - (iii) By submitting to the Constitution and the GCR they are subject to the jurisdiction of the Company.

- (iv) The Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of the Company, the Members and motor cycling.
 - (v) The Constitution and GCR are necessary and reasonable for promoting the Objects and particularly the advancement and protection of motorcycling.
 - (vi) They are entitled to all benefits, advantages, privileges and services of Company membership.
- (b) Notwithstanding clause 16, where a Member fails to comply with its financial or other obligations under this Constitution, any Regulations or the GCR, the Council may determine that Member to be not of good standing. On determination that a Member is not of good standing, the Council may give notice to the Member of the:
- (i) Council's determination; and
 - (ii) Grounds for the Council's determination;

and request that the Member show cause within such time as is determined by the Council as to why further action should not be taken against the Member in accordance with this Constitution or the GCR. The Member's failure to respond or act to the Council's satisfaction (including assurances or compliance with its obligations) may result in the Council suspending the Member's membership of the Company or otherwise imposing such conditions on membership, as the Council sees fit.

14. SUBSCRIPTION AND FEES

- (a) The annual subscription (if any) and fees payable by Members to the Company the time for and manner of payment shall be as determined by the Board from time to time.
- (b) Members whose subscriptions and/or fees have not been paid and received by the time set by the Board in any year shall not be entitled to receive any of the benefits, advantages, privileges or services of Company membership unless otherwise approved in writing by the Board.

15. DISCONTINUANCE OF MEMBERSHIP

- (a) A Club having paid all arrears of subscriptions and fees payable by it to the Company (if any), may withdraw from membership by giving notice in writing of such withdrawal to the relevant SCB.
- (b) Where a Club ceases to be affiliated with an SCB the individual members of that Club also cease to be Members unless also an individual member of another Club.
- (c) A Member, which ceases to be a Member, shall forfeit all right in and claim upon the Company and its property including Intellectual Property.

16. DISCIPLINE OF MEMBERS

- (a) The Board in its sole discretion may refer any of the following matters for investigation or determination either under the procedures set down in the

GCR or by such other procedure or persons as the Board considers appropriate:

- (i) an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director, the Board Director or a SCB) that a Member has:
 - (A) breached, failed, refused or neglected to comply with a provision of this Constitution, any Regulations, the GCR or any other resolution or determination of the Council, Board or any duly authorised committee; or
 - (B) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and/or motorcycling; or
 - (C) prejudiced the Company or motorcycling or brought the Company, themself or motorcycling into disrepute.
- (b) All Members (in this clause 'defendant') will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the GCR or Board under this Constitution.
- (c) During investigatory or disciplinary proceedings ('proceedings') under this clause 16, a defendant may continue to participate in motorcycling, pending the determination of the proceedings (including any available appeal) unless the Board decides such continued participation is inappropriate having regard to the matter at hand.

17. COUNCIL

- (a) The Council will comprise 7 Councillors with each SCB appointing 1 Councillor. No SCB is entitled to appoint more than 1 Councillor to Council. A Councillor can not also be a Director.
- (b) An SCB shall notify the Company of its appointed Councillor and of any changes to its appointed Councillor from time to time.
- (c) The Council will:
 - (i) review the Company's performance in achieving its aims, objectives and policies;
 - (ii) be the final arbiter on matters referred to it by the Board; and
 - (iii) subject to the Act and this Constitution, meet at least once a year.

18. CONVENING GENERAL MEETINGS

The Board will call a General Meeting if requested by at least 4 SCBs or if requested by three or more Directors.

19. NOTICE OF MEETING

Subject to the provisions of the Act relating to agreements for shorter notice, not less than twenty-one days' written notice (exclusive of the day on which the notice is

served or deemed to be served, but inclusive of the day for which notice is given) must be given of any General Meeting. The notice must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
- (b) state the general nature of the meeting's business; and
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution.

20. PLACE OF MEETING

The Company may hold a General Meeting at two or more venues using any technology that gives the Councillors as a whole a reasonable opportunity to participate.

21. WRITTEN RESOLUTIONS

The Company may pass a resolution without a General Meeting being held if all Councillors sign a document containing a statement that they are in favour of the resolution set out in the document. The provisions of this clause do not apply to a resolution to remove the auditor.

22. SEPARATE DOCUMENTS

Separate copies of the document may be used for signing by Councillors if the wording of the resolution statement is identical on each copy. The resolution is passed when the last Councillor signs.

23. QUORUM

The quorum for a General Meeting is 2/3 of the total number of Councillors entitled to attend. The quorum must be present at all times during the meeting.

24. ADJOURNMENT FOR LACK OF QUORUM

If a General Meeting does not have a quorum present within thirty minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the Board specifies. If the Board does not specify one or more of these things, then the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week; and
- (b) if the time is not specified – the same time; and
- (c) if the place is not specified – the same place.

25. LACK OF QUORUM AT ADJOURNED MEETING

If no quorum is present at the resumed meeting within thirty minutes after the time for the meeting, then:

- (a) if the meeting was called as a consequence of a requisition of Members, the meeting is dissolved;

(b) in all other cases, the Members present are a quorum.

26. CHAIR OF GENERAL MEETING

The President will act as chair at every General Meeting of the Company. If the President is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President will act as chair for that meeting. If the Vice-President is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Councillors present may elect one of their number to be chair of the meeting.

27. ADJOURNMENT GENERALLY

The chair may, at any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting from time to time and from place to place. No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

28. PUTTING OF RESOLUTIONS

Unless a General Meeting is being held electronically a resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is demanded. Where a General Meeting is being held electronically voting shall be verbal unless otherwise ruled by the chair. A poll may be demanded by:

- (a) at least 2 Councillors present and entitled to vote on the resolution; or
- (b) the chair.

The poll may be demanded before a vote is taken or before the voting results on a show of hands are declared or immediately after the voting results on a show of hands are declared.

29. RESULT ON SHOW OF HANDS

On a show of hands, a declaration by the chair is conclusive evidence of the result provided that the declaration reflects the show of hands. Neither the chair nor the minutes need state the number or proportion of the votes recorded in favour or against.

30. DEMAND FOR POLL

A poll may be demanded on any resolution including the election of the chair. A poll demanded on a matter other than the election of the chair must be taken when and in the manner the chair directs. A poll on the election of the chair must be taken immediately. A demand for a poll may be withdrawn.

31. NO CASTING VOTE

In the case of an equality of votes, whether on a show of hands or on a poll, the motion shall be lost.

32. VOTING

At General Meetings each Councillor has one vote. No other person, including the President has a deliberative vote.

33. ENTITLEMENT TO VOTE

No Member is entitled to vote or be represented at any General Meeting unless all sums presently payable by the member in respect of membership in the Company have been paid.

34. DISALLOWANCE OF VOTE

A challenge to a right to vote at a General Meeting:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair whose decision is final.

Every vote not so disallowed is valid for all purposes.

35. PROXY VOTING

Proxy voting is NOT permitted at General Meetings.

36. THE BOARD

Unless otherwise determined by the Company in General Meeting the Board will comprise not less than five no more than seven Directors as follows:

- (a) four Directors who will be elected under clause 37;
- (b) up to two other Directors appointed by the four elected Directors above;
and
- (c) a Director who is appointed by the four elected Directors who shall represent the interest of the motorcycle industry.

37. ELECTION OF DIRECTORS

- (a) The Board shall form a Nominations Committee comprising at least 3 persons being a combination of Directors and independent external appointments. External appointments should have business and/or governance expertise. The construct of the Committee and the Committee Terms of Reference must be endorsed by a majority of the Council.
- (b) Nominations of candidates for election as Director shall be in such form as the Board prescribes from time to time.
- (c) Elections of Directors shall be conducted at the Annual General Meeting in such manner as is prescribed by the Board and approved by the Council from time to time.
- (d)

- (i) Should there be only one candidate for a vacancy, it will require a majority of the Council to vote in favour of the candidate in order for the candidate to take up the vacancy.
 - (ii) Elected Directors under clause 36(a) shall hold office for a three year term. Directors appointed under clauses 36(b) and 36(c) shall hold office for such term as is determined by the Directors appointing them but in any event for a maximum of three years.
 - (iii) Two elected Directors shall retire after the first year after election. One elected Directors shall retire after the second year after election and the remaining one elected Director shall retire after the third year after election, until the four elected Directors have retired, after which those elected Directors elected to the vacancies after the first year shall retire and so on. The elected Directors to retire and the year in which they retire will be determined by the Board. If the Board cannot agree, retirements will be determined by lot.
 - (iv) All Directors shall, upon the expiration of their terms of office, be eligible for re-election. Following the adoption of this Constitution, no person who has served as an elected Director for a period of three consecutive full terms (nine years) shall be eligible for re-election as a Director until the second Annual General Meeting following the date of conclusion of their last term as a Director.
 - (v) In so far as possible Directors appointed under clauses 36(b) and 36(c) should be appointed so they have rotating terms similar to the elected Directors. A minimum of one appointed Director should retire each year.
 - (vi) Should the Board make an appointment under clauses 36(b) and 36(c) of a person who was an unsuccessful candidate for election at the most recent AGM, the appointment must be endorsed by a majority of the Council.
- (e) In the event of the death, removal, resignation or disqualification from office of a Director, the Board will appoint a new Director, to fill the casual vacancy. Such new Director will hold office for the balance of the term of the Director who has vacated the Board.
 - (f) In the event of a vacancy or vacancies in the office of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a Board meeting, they may act only for the purpose of ensuring the number of Directors are a number sufficient to constitute a quorum. Vacancies will be filled in accordance with this Constitution.
 - (g) The four elected Directors must at the first Board meeting after the AGM annually elect by majority vote one of their number (either elected or appointed) to the office of chairman of directors (and a Director participating in such a vote will not have a casting vote) and President.
 - (h) The Board may elect a Vice-President from among the Directors who if elected shall hold office from the date of their election. A Director elected as Vice- President may be re-elected as Vice-President in following years so, long as he remains a Director.

- (i) The Director elected to the office of chairman of directors under clause 37(f) will remain chairman (and President) for one year from the date of their election until the first Board meeting after the next AGM and shall chair any Board meeting. A Director elected as chairman (and President) may be re-elected as chairman (and President) in following years so, long as he remains a Director.
- (j) If the Director elected to the office of chairman of directors under clause 37(f) is an appointed director under either clause 36 (b) or (c) then the election must be endorsed by a majority of the Council
- (i) A person who has been Chief Executive Officer is not eligible to be elected or appointed as a Director for a period of 3 years since they ceased being Chief Executive Officer.

38. REMUNERATION OF DIRECTORS

Subject to this Constitution the Directors (other than the Chief Executive Officer) are not entitled to be paid remuneration. The Directors may be paid travelling and other expenses that they properly incur:

- (a) in attending Board meetings or any meetings of committees of the Board; and
- (b) in attending any Council meetings; and
- (c) in connection with the Company' business.

39. VACATION OF OFFICE OF DIRECTOR

The office of a Director (including the chairman) s automatically vacated if the Director:

- (a) becomes bankrupt; or
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- (c) resigns office by written notice to the Company at its registered office; or
- (d) becomes prohibited from being a director by virtue of the Act; or
- (e) accepts remuneration, payment or other benefits, other than prizemoney from the Company other than in accordance with this Constitution; or
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest in the manner required by this Constitution; or
- (g) is removed by resolution of the Council in accordance with the Act; or
- (h) dies.

40. MANAGEMENT OF THE COMPANY

The business of the Company is to be managed by or under direction of the Board.

41. CHIEF EXECUTIVE OFFICER

- (a) The Chief Executive Officer shall act as company secretary and shall be appointed as such by the Board in accordance with the Act, but otherwise for such term, and upon such conditions as the Board thinks fit.
- (b) The Company shall be managed by the Chief Executive Officer who may exercise all powers of the Company which are not, under the Act or these Rules, required to be exercised by the Board or by the Council.
- (c) The Chief Executive Officer shall administer motorcycling in Australia in accordance with the rules and regulations of the FIM, this Constitution, the GCR and all policy directions.

42. GENERAL POWERS OF THE BOARD

The Board may exercise all of the powers of the Company except any powers that the Act or this Constitution requires the Council to exercise.

43. OFFICIAL SEALS

The Board may exercise all the powers of the Company in relation to any official seal.

44. NEGOTIABLE INSTRUMENTS

Any two Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument. This provision is subject to the Board determining that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

45. MINUTES

The Board will cause minutes to be kept either electronically or in hard copy format which the Company records within one month:

- (a) Proceedings and resolutions of General Meetings and other meetings of Members, and
- (b) Proceedings and resolutions of Board meetings (including meetings of a committee of the Board), and
- (c) Resolutions passed by members without a meeting, and
- (d) Resolutions passed by the Board without a meeting.

The Board must ensure that the minutes of a meeting are signed within a reasonable time after the meeting by the chair of the meeting or the chair of the next meeting. The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time.

46. REGISTERS

The Board will cause the following company registers to be kept:

- (a) a register of Members;
- (b) where debentures are issued, a register of debenture holders.

47. HOLDING OF BOARD MEETINGS

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit but must meet at least five times in each calendar year. A Director may at any time and the Chief Executive Officer will on the request of a Director call a meeting of the Board by reasonable notice individually to each Director. A Director who is for the time being out of Australia is only entitled to receive notice of a meeting of the Board if the Director has given written notice to the Company of an address for the giving of notices of meetings.

48. HOLDING OF OTHER OFFICES

A Director (other than the Chief Executive Officer) may NOT hold any other office or place of profit under the Company in conjunction with the office of Director.

49. DIRECTORS' AND COMPANY OFFICERS' INTERESTS

- (a) A Director (other than the Chief Executive Officer) is disqualified from that office by holding any other office (whether voluntary or otherwise) or place of profit in the Company or any SCB or in any company in which the Company is shareholder or otherwise interested or from contracting with the Company either as vendor purchaser or otherwise, Any contract or any contract arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be voided for such reason.
- (b) The Chief Executive Officer and/or employee of the Company, is prohibited from holding any other office (whether voluntarily or otherwise) with a SCB.

50. DISCLOSURE OF INTERESTS

The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the director becomes so interested.

51. GENERAL DISCLOSURE

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under clause 50 as regards such Director and the said transactions. After such general notice it is not necessary for such director to give a special notice relating to any particular transaction with that firm or company.

52. RECORDING DISCLOSURES

It is the duty of the Company Secretary to maintain an active Conflict of Interest Register and to record in the minutes any declaration made or any general notice as aforesaid given by a director in pursuance of clauses 50 and 51,

53. INTERESTED DIRECTOR MAY NOT VOTE

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the director is interested. If he does so vote his vote shall not be counted.

54. QUORUM

Unless the Board determines otherwise, the quorum for a Board meeting is four Directors and the quorum must be present at all times during the meeting.

55. CHAIR OF BOARD MEETINGS

The President will chair Board meetings. If the President is not available within ten minutes after the time appointed for holding the meeting or declines to act for the meeting or the part of the meeting the Vice-President will chair that meeting or part of it. The Board must elect a Director present to chair a meeting, or part of it, if the President and the Vice-President is not available within ten minutes after the time appointed for holding the meeting or declines to act for the meeting or the part of the meeting.

56. COMMISSIONS AND COMMITTEES

The Board may delegate any of its powers to commissions or committees consisting of such persons as the Board thinks fit. Any such commission or committee will conform to any regulations (including but not only, the conduct of meetings, reporting obligations) that may be imposed on it by the Board in the exercise of the powers so delegated. Any such commission or committee must exercise the powers delegated to it in accordance with any directions of the Board. The effect of the commission or committee exercising a power in this way is the same as if the Board exercised the power

57. VOTES AT BOARD MEETINGS

Each Director (other than the Chief Executive Officer) shall have one vote at Board meetings. A resolution of the Board must be passed by a majority of votes of the Directors entitled to vote on the resolution. In the case of an equality of votes the motion shall be lost.

58. VALIDITY OF DIRECTORS' ACTS

All acts done by any meeting of the Board or of a commission or committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

59. WRITTEN RESOLUTION

The Board may pass a resolution without a Board meeting being held if a majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when a majority of the Directors in favour of the resolution sign the document and return their respective signed copies to the Chief Executive Officer.

60. MANNER OF HOLDING MEETINGS

A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be standing one. A Director may only withdraw the Director's consent within a reasonable period before the meeting.

61. ANNUAL BOARD PERFORMANCE EVALUATION

The Board shall monitor and evaluate its performance annually utilising a process which involves external input.

62. COMMON SEAL

The Company may have a common seal. If it does then:

- (a) the common seal must comply with the Act;
- (b) the Board will provide for the safe custody of the common seal;
- (c) the seal may only be used by the authority of the Board.

63. EXECUTION UNDER COMMON SEAL

If the Company does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by:

- (a) two Directors of the Company; or
- (b) a Director and the Chief Executive Officer .

64. EXECUTION WITHOUT COMMON SEAL

The Company may execute a document without using a common seal if the document is signed by:

- (a) two Directors of the Company; or
- (b) a Director and the Chief Executive.

65. DIRECTORS' INTERESTS

A Director may NOT sign a document to which the seal of the Company is fixed where the Director is interested in the contract or arrangement to which the document relates.

66. RISK MANAGEMENT

The Board will form an active Audit and Risk Committee to ensure there are adequate controls and systems in place to alert management and the Board to potential risks associated with the operations of the organisation. The Committee should comprise appropriately qualified external independent appointments.

67. ACCOUNTING RECORDS

The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

68. ACCESS TO RECORDS

The Board will from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members not being Directors. No Member (other than Directors or SCBs) has any right of inspecting any accounting or other records of the Company except as conferred by statute or authorised by the Board or by a resolution passed at a general meeting.

69. AUDITOR

A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

70. GIVING OF NOTICES

The Company may give notice to any Director or Member:

- (a) personally; or
- (b) by sending it by post to the address of the Director as notified to the Board or the address for the Member in the register of members or the alternative address (if any) nominated by the Director or Member; or
- (c) by sending it to the facsimile number or electronic mail address (if any) nominated by the Director or the Member.

Any notice sent by post is taken to have been given three days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

71. ENTITLEMENT TO NOTICES

Notice of every General Meeting will be given in any manner authorised by this Constitution to:

- (a) every Councillor except those who have not supplied to the Company an address for the giving of notices to them;
- (b) the SCBs; and
- (c) the Directors; and
- (d) the auditor for the time being of the Company.

No other person is entitled to receive notices of General Meetings.

72. EXTENT OF INDEMNITY

The Company will indemnify (either directly or through one or more interposed entities) any person who is or has been a Director of the Company and, if so resolved by the Board, the auditor of the Company, out of the funds of the Company against the following:

- (a) any liability to another person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act.

73. GCR AND REGULATIONS

- (a) The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend the GCR for the proper advancement, management and administration of the Company, the advancement of the Objects and motorcycling as it thinks necessary or desirable. The GCR must (as far as practicable) be in conformity with the rules and regulations of FIM and must be consistent with this Constitution. The GCR are binding on all Members and SCBs.
- (b) The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend such Regulations for the proper advancement, management and administration of the Company, the advancement of the Objects and motorcycling as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution. Such Regulations are binding on all Members and SCBs.
- (c) The Chief Executive Officer shall bring to the notice of the Board, Members and SCBs all GCR and Regulations and any formulation, interpretation, amendment, alteration and repeal of them. SCBs and Clubs shall be obliged to draw such notices to the attention of Members in their States. Notices are binding upon all Members.
- (d) All rules and regulations of the Company in force at the date of the approval of these Rules (including existing GCR) insofar as such rules and regulations are not inconsistent with, or have been replaced by these Rules, shall continue in force under this Constitution.

74. STRATEGIC FORUM

- (a) The Company shall hold a strategic forum at least twice per year. The objects of the strategic forum will be to:
 - (i) inform the Board of significant membership issues;
 - (ii) assist the Board to design or review the Company's strategic plan and direction;

- (iii) discuss national issues facing motorcycling; and
 - (iv) provide feedback to the Board on the results of its governance decisions in practice at Member level.
- (b) The following persons shall attend strategic fora of the Company:
- (i) up to two (2) representatives from each SCB;
 - (ii) the Directors; and
 - (iii) such other persons the Board considers should be invited.