

# **Constitution**

**Australian Meat Processor Corporation Limited**  
**ABN 67 082 373 448**

**Adopted by Members: 16 November 2021**

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# Constitution

## 1. Definitions and interpretation

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### 1.1 Definitions

In this Constitution, unless the context otherwise requires:

**Act** means the *Australian Meat and Live-stock Industry Act 1997* (Cth).

**Animal** means a single sheep, lamb, goat, bovine or calf.

**Annual Production Return** is the form that Members return to the Company annually as per clause 1(a) of Schedule 3. **Annual Production Return Date** means the date which is no less than 14 days after the date of issue by the Company of the Annual Production Return form to the Member in accordance with Schedule 3.

**Annual Report** means the annual report of the Company.

**Application Form** means the form approved by the Board from time to time pursuant to which a Meat Processor may make application for membership of the Company.

**Board** or **Board of Directors** means the Directors of the Company acting as a board.

**Business Day** means a day except a Saturday, Sunday or public holiday in New South Wales.

**Chairperson** means the chairperson of the Board elected by the Directors from time to time.

**Cold Carcass Weight** means the weight of a carcass weighed 2 hours or more after slaughter.

**Committee** means a committee or panel to which powers have been delegated by the Board under Article 22.

**Company** means the Australian Meat Processor Corporation Ltd ABN 67 082 373 448.

**Company Contribution** means any monetary contribution paid by Members to the Company pursuant to this Constitution and/or a Contribution Contract under this Constitution, but does not include a Statutory Levy.

**Contribution Contract** means an agreement, arrangement or understanding entered into between the Company and a Member in relation to the payment of Company Contributions as referred to in Article 3.1(e).

**Constitution** means this constitution of the Company.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Directors** means the directors of the Company.

**Edible Offal** means any edible portion, other than flesh, of Livestock.

**Extension** means facilitating the adoption of the outputs from Research and Development by persons or organisations engaged in or with the Meat Industry and other stakeholders by way of activities that educate and inform them about opportunities for change or that develop their capacity and/or capability to adopt changes.

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**Financial Member** means:

- (a) where a Statutory Levy Regime applies, a Member in respect of which no Statutory Levies payable by the Member at the relevant time are unpaid (or deemed to be unpaid) and have been outstanding for more than 30 days from the due date for the payment; and
- (b) where Company Contributions are paid by a Member under a Contribution Contract, a Member in respect of which no Company Contributions payable by that Member at the relevant time are unpaid and have been outstanding for more than 30 days from the due date for payment.

A Member will not be a Financial Member during any period where there is no Statutory Levy Regime or where Statutory Levies are set at zero, and the Member has not executed a Contribution Contract.

**Financial Year** means a year starting 1 July and ending on the following 30 June.

**Funds** means, where a Statutory Levy Regime applies, each of the following:

- (a) moneys paid by the Commonwealth of Australia to the Company from time to time for application by the Company;
- (b) income earned or derived by the Company from such moneys; and
- (c) proceeds of the sale or other disposition of assets acquired with moneys or income referred to in the preceding paragraphs.

**Funding Agreement** means any agreement, from time to time, between the Company and the Commonwealth of Australia regarding, amongst other things, the payment or distribution of Funds by the Commonwealth of Australia to the Company.

**Hot Carcass Weight** is the weight of the carcass determined by a Processing Establishment within 2 hours after slaughtering, but if the Processing Establishment does not determine the Hot Carcass Weight within 2 hours after slaughtering then, depending on which of the circumstances set out in the table below is appropriate, the Hot Carcass Weight of a carcass is taken to be the weight specified in the table below and that weight is taken to have been determined at the time of completing the slaughter:

Circumstance	Hot Carcass Weight
The Processing Establishment is able to determine a Hot Carcass Weight within 2 hours of slaughtering but fails to do so.	350 kilograms
The Processing Establishment is unable to determine a Hot Carcass Weight within 2 hours of slaughtering but determines a Cold Carcass Weight prior to the lodgement of the Monthly return referred to in Article 13.2 and clause 1.3 of Schedule 2, whichever is the latter.	Cold Carcass Weight multiplied by 1.03
The Processing Establishment is unable to determine a Hot Carcass Weight within 2 hours of slaughtering but is able to determine a Cold Carcass Weight but fails to do so prior to the lodgement of the Monthly return referred to in Article 13.2 and clause 1.3 of Schedule 2, whichever is the latter.	350 kilograms
The Processing Establishment is unable to determine a Hot Carcass Weight within 2 hours of slaughtering and is unable to determine a Cold Carcass Weight prior to lodgement of the Monthly return	350 kilograms

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Circumstance	Hot Carcass Weight
referred to in Article 13.2 and clause 1.3 of Schedule 2, whichever is the latter.	

**Independent Director** means a Director:

- (a) free of any interest, position or relationship that may influence, or reasonably be perceived to influence, in a material respect their capacity to bring an independent judgment to bear on issues before the Board and to act in the best interests of the Company; and
- (b) who has expertise in one or more of the identified areas required for a Skills Based Board.

**Legal Costs** of a person means reasonable legal costs incurred by that person in defending an action for a Liability of that person.

**Liability** of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company.

**Livestock** means bovine animals cattle, calves, sheep, lambs, goats and other animals prescribed for the purposes of the definition of 'meat' as defined in section 3 of Part 1 of the Act.

**Marketing** means marketing, advertising or promotion of the Meat Industry but does not include Research and Development.

**Marketing Funds** means amounts paid to the Company, for Marketing and any other purposes other than Research and Development, pursuant to a Funding Agreement or other suitable instrument.

**Meat** means the flesh, whether fresh or preserved, of Livestock, Meat Products, Meat By-Products and Edible Offal.

**Meat By-Product** includes skin, hide, tallow, meat meal and inedible offal.

**Meat Industry** means the Australian meat and livestock industry and includes Producers and Meat Processors.

**Meat Industry Strategic Plan** means the most recent Meat Industry Strategic Plan published by the Red Meat Advisory Council (or equivalent body), and available at [www.rmac.com.au](http://www.rmac.com.au).

**Meat Processor** means the Proprietor of a Processing Establishment.

**Meat Processor Body** means a Meat Processor marketing body and/or a Meat Processor research body declared by the relevant minister for the purposes of receiving Marketing Funds or Research and Development Funds under the Act.

**Meat Product** means food prepared from or containing Meat, and includes canned Meat.

**Member** means a member of the Company.

**Month** means a calendar month.

**Monthly Return** has the meaning given to that term in Article 13.3(b).

**MOU** means the Memorandum of Understanding initially agreed on 27 April 1998, as amended from time to time, between various participants in the Meat Industry and the Commonwealth of



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Australia that sets out the roles, responsibilities and funding arrangements in relation to the Meat Industry.

**Notice** means a notice given pursuant to, or for the purposes of, this Constitution or the Corporations Act.

**Performance Review** means a review of the performance of the Company (against the Performance Principles in the Funding Agreement) as set out in Article 25.5.

**Prescribed Notice** means 21 days or any shorter period of Notice for a meeting allowed under the Corporations Act.

**Processing Establishment** means a plant at a place in Australia at which any of the species of animal in the definition of "Livestock" is slaughtered.

**Processor Director** means a Director who:

- (a) immediately prior to their election or appointment as a Director holds an executive position in a Processing Establishment; and
- (b) remains in such position throughout the term of their appointment; and
- (c) has expertise in one or more of the identified areas required for a Skills Based Board.

**Producer** means a person engaged in the raising or fattening of Livestock.

**Production Payment** means, as the context requires, a Company Contribution or a Statutory Levy or both.

**Proprietor** means the legal person that operates, or controls the operation of, a Processing Establishment.

**Register** means, as the context requires, either or both Register A and Register B.

**Register A** means the register comprising the names of all Members and the Processing Establishment(s) of which the Member is a Proprietor, established and maintained pursuant to Article 11.

**Register B** means the register comprising the names of all Members, the Processing Establishment(s) of which the Member is a Proprietor and the amounts of any Statutory Levies or Company Contributions paid by the Member from time to time, established and maintained pursuant to Article 11.

**Relevant Officer** means a person who is, or has been, a Director or Secretary.

**Representative** in relation to a body corporate, means a representative of the body corporate appointed under section 250D of the Corporations Act.

**Research and Development** means systematic experimentation and analysis in any field of science, technology, economics, industry leadership or business (including the study of the social or environmental consequences of the adoption of new technology) carried out with the object of:

- (a) acquiring knowledge that may be of use in achieving or furthering an objective of the Meat Industry, including knowledge that may be used for the purpose of improving any aspect of the production, processing, storage, transport or marketing of the Meat Industry's products, or goods that are derived from the Meat Industry's products, or the environment in which these activities take place; and

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- (b) applying such knowledge for the purpose of achieving or furthering such an objective referred to in paragraph (a) above, including through Extension.

**Research and Development Funds** means amounts paid to the Company, for application by the Company for Research and Development, pursuant to a Funding Agreement or other suitable instrument.

**Seal** means the common seal of the Company.

**Secretary** means any person appointed by the Board to be the company secretary of the Company.

**Skills Based Board** means a Board which can demonstrate collective expertise against a range of relevant areas, which must include each of the following:

- (a) governance, risk and compliance;
- (b) meat processing industry knowledge, including practical growing and/or production experience;
- (c) product promotion and marketing (including communications);
- (d) Research and Development, innovation, technology, technology transfer, commercialisation and adoption of Research and Development;
- (e) exports and export market development;
- (f) finance, accounting and audit; and
- (g) public policy and administration.

**Statutory Levy** means any levy, charge, fee or impost, imposed by statute, which Meat Processors are required to pay relating to the slaughter of Livestock.

**Statutory Levy Regime** means the levy regime imposing primary industry levies which requires Meat Processors to pay Statutory Levies in relation to the slaughter of Livestock.

### 1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) a reference to a meeting of Members includes a meeting of any class of Members;
- (b) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or Representative;
- (c) a reference to something being "written" or "in writing" includes that thing being represented or reproduced in any mode in a visible form;
- (d) where a Notice or document is required by this Constitution to be signed, that Notice or document may be authenticated by any other manner permitted by the Corporations Act or any other law (including electronic signatures), instead of being signed;
- (e) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention;
- (f) words importing the singular include the plural (and vice versa);
- (g) words indicating a gender include every other gender;

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- (h) the word "person" includes an individual, the estate of an individual, an individual's legal representative, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and the trustee of a trust;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) the word "includes", in any form, is not a word of limitation.
- (k) a reference to an Article is to a provision of this Constitution;
- (l) a reference to a Schedule is to a schedule of this Constitution;
- (m) a reference in a Schedule to a clause is to a clause of that Schedule;
- (n) a Schedule is part of this Constitution;
- (o) a reference to this Constitution or a document referred to in this Constitution, is to this Constitution or that document (as the case may be) as amended from time to time;
- (p) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (q) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision of the Corporations Act; and
- (r) an expression in a provision of this Constitution that is defined in section 9 of the Corporations Act has the same meaning as set out in that section.

### 1.3 Illegality in other jurisdictions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

### 1.4 Inconsistency with Corporations Act

Unless the Corporations Act provides that the Constitution may contain a provision contrary to the Corporations Act, the Articles of this Constitution are subject to the Corporations Act such that any Article of this Constitution that is inconsistent with or contrary to the Corporations Act will be read down to the extent of the inconsistency with the Corporations Act.

## 2. Name and nature of Company

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### 2.1 Name of Company

The name of the Company is Australian Meat Processor Corporation Ltd.

### 2.2 Nature of the Company

The Company is a public company limited by guarantee.

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### 2.3 Replaceable rules

The replaceable rules in the Corporations Act do not apply to the Company.

### 2.4 Transitional

Everything done under this Constitution of the Company continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

## 3. Objects

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### 3.1 Objects

The objects for which the Company is established are:

- (a) to promote, protect and further the interests of the Company and its Members in any lawful manner;
- (b) to act as a Meat Processor Body, including by providing services, and procuring and providing leadership in the provision of services, relating to Research and Development and marketing in the Meat processing industry for the benefit of its Members and Meat Processors and the community in general;
- (c) where a Statutory Levy Regime applies, enter into a Funding Agreement or similar arrangement with the Commonwealth of Australia relating to the payment to, and application of Funds, by the Company;
- (d) where no Statutory Levy Regime applies or Statutory Levies are set at zero, enter into Contribution Contracts with Members for the payment of Company Contributions;
- (e) to collect payments or Company Contributions from Meat Processors for the purpose of investing in and financing projects, undertakings or enterprises of any kind, either severally or jointly with:
  - (i) any Meat Industry corporation, body or entity;
  - (ii) any Research and Development corporation, body or entity;
  - (iii) any marketing corporation, body or entity; or
  - (iv) any other person body or entity,in each case, in the interests of and for the benefit of Meat Processors and/or the Meat processing industry;
- (f) to receive Funds and apply those Funds in accordance with the SFA, the MOU and the Act;
- (g) to enter into contracts with, and employ and engage, individuals, organisations, companies, bodies or entities to manage, Research and Development and marketing projects and/or other projects on behalf of the Members and in the interests of and for the benefit of Meat Processors and/or the Meat processing industry;
- (h) to perform such acts and do any other thing deemed necessary or desirable for the preservation, protection and promotion of the rights and interests of the Members as Meat Processors;

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- (i) to promote:
  - (i) freedom of trade in the interests of the Members;
  - (ii) marketing and sales of Australian Meat on the Australian market and to overseas countries;
  - (iii) Meat processing industry Research and Development;
  - (iv) improvement of the quality of Australian Meat;
  - (v) the classification of Australian Meat;
  - (vi) the economic, environmental, health, safety and social well being of the Meat processing industry and the wider community;
  - (vii) the mutual interests of Members by holding conferences, symposiums and seminars for any or all of the Members and presenting the views of the Company on behalf of the Members at any conference, symposium or other forum; and
  - (viii) the interest of, and do all relevant acts and things for the advancement, protection and promotion of the interests of the Members; and
- (j) to carry out any and all such acts and do all such things that may be in the interests of the Members and to carry out any or all such acts and or all such other things that are a incidental or conducive to the attainment of the aforementioned objects.

### 3.2 Independence of objects

Each object for which the Company is established as specified in Article 3.1 is independent of each other object for which the Company is established. The objects are not limited or restricted (except where otherwise expressed) by reference to or inference from any other provision of this Constitution or the name of the Company but may be carried out in as full a manner and construed in as wide a sense as if each object is a separate and distinct object of the Company.

## 4. Corporate governance

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### 4.1 Corporate Governance Framework

- (a) The Company must maintain, implement and regularly review a framework of good corporate governance by drawing on best practice guidance as appropriate (**Corporate Governance Framework**).
- (b) The Corporate Governance Framework may be amended from time to time by the Board.
- (c) The Board, the Chief Executive Officer and other executives must at all times comply with the Corporate Governance Framework in performing their respective roles at the Company.

### 4.2 Board

The Company must maintain a Skills Based Board with the necessary skills and experience to effectively govern the Company.

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### **5. Powers**

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#### **5.1 Modification**

This Constitution may only be modified, amended, varied or repealed by a special majority of votes of the Members, registered in each of Register A and Register B in accordance with Article 11.2.

#### **5.2 Powers**

The Company will have power to do all such things as a natural person could do as are incidental or conducive to the attainment of the objects of the Company, and the exercise of the powers of the Company.

#### **5.3 Condition on exercise**

Subject to Article 7, the Company's powers may be exercised to further the objects of the Company but not otherwise.

### **6. Application of income and property**

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The income and property of the Company however derived will be applied solely towards the promotion of the objects of the Company as set out in this Constitution, and no portion thereof will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members, provided that nothing in this Article 6 will prevent the payment in good faith approved by the Board:

- (a) of remuneration to any officers or employees of the Company or to any Member in return for any services actually rendered to the Company on an arms length basis; or
- (b) for goods supplied in the ordinary and usual course of business; or
- (c) of reasonable and proper rent for premises leased by any Member to the Company; or
- (d) for the reimbursement of any of the Directors, officers or servants of the Company, or of any Member, for legitimate expenses properly incurred at the request of or on behalf of the Company; or
- (e) in respect of the indemnification of, or payment of premiums on contracts of insurance for, any Director, in accordance with Article 30.

### **7. MOU and Funding Agreement**

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#### **7.1 MOU**

While the Company is a party to the MOU, the Company must discharge its obligations under the MOU.

#### **7.2 Funding Agreement**

While the Company is a party to a Funding Agreement, the Company must discharge its obligations under the Funding Agreement.

### **8. Liability of Members**

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The liability of the Members is limited by guarantee.

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### 9. Winding up

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#### 9.1 Limit of Member's contribution on winding up

Every Member undertakes to contribute to the property of the Company in the event of the Company being wound up while a Member, or within 12 months after ceasing to be a Member, for:

- (a) the payment of the debts and liabilities of the Company which were contracted by the Company before the Member ceased to be a Member; and
- (b) the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves,

such amount, as may be required, not exceeding one hundred dollars (\$100.00).

#### 9.2 Transfer of surplus property on winding up

- (a) If upon the winding up or dissolution of the Company there remains any property after satisfaction of all its debts and liabilities, that remaining property must not be distributed among the Members but must instead be given or transferred to some other institution or company having objects similar to the objects of the Company which is exempt from income tax (such as another Australian research development company), and whose constitution 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 under or by virtue of Article 6 of this Constitution.
- (b) Such other institution or company must be determined by the Members at or before the time of the winding up or dissolution of the Company, and in default of a determination being made by the Members, must be determined by the Federal Court of Australia or the Commonwealth of Australia.
- (c) To the extent that there remains, after satisfaction of all debts and liabilities, any Funds or property acquired using Funds, such monies or property will be dealt with in accordance with the applicable Funding Agreement or as the Commonwealth of Australia directs.

#### 9.3 Amalgamation

Where it furthers the objects of the Company to amalgamate with any one or more other organisations having similar objects, the other organisation(s) must have rules prohibiting the distribution of its (their) assets and income to Members and such organisation(s) must be exempt from income tax and have a constitution which prohibits Agri-Political Activity (as defined in the Funding Agreement) to an extent at least as great as is imposed on the Company under or by virtue of the Funding Agreement.

### 10. Membership

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#### 10.1 Application

- (a) Any Meat Processor may apply in writing to the Company to become a member of the Company.
- (b) A Meat Processor may apply for membership of the Company by completing an Application Form and submitting it to the Secretary.
- (c) A Meat Processor seeking membership of the Company must state on the Application Form:

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- (i) the type of Livestock which the Meat Processor slaughters;
- (ii) that it is a Proprietor of a Processing Establishment;
- (iii) the names and addresses of all Processing Establishments of which the Meat Processor is the Proprietor;
- (iv) its registered office and electronic address for service of notices under this Constitution;
- (v) where a Statutory Levy Regime does not apply, or where Statutory Levies are set at zero, that it will execute a Contribution Contract; and
- (vi) that it agrees to be bound by this Constitution.

### 10.2 Application requirements and process

- (a) No applicant will be admitted to membership of the Company unless the applicant agrees in writing to be bound by this Constitution.
- (b) Every applicant for membership of the Company must make its application in accordance with Article 10.1 and will provide any evidence required by the Company to confirm that it is a Meat Processor and is the Proprietor of the Processing Establishment(s) named in the application.
- (c) There must only be one Member at any one time with respect to each Processing Establishment. No Meat Processor will be eligible to be a Member on the basis that it is the Proprietor of a Processing Establishment if another Member is listed in Register A as the Proprietor of that Processing Establishment.
- (d) At the next meeting of the Board after the receipt of any application for membership, such application will be considered by the Board who may:
  - (i) approve the admission of the applicant if the applicant fulfils the eligibility requirements of Article 10.1, and any other requirements as the Board reasonably determines from time to time; or
  - (ii) reject the admission of the applicant if it does not; or
  - (iii) defer consideration of the application to a future meeting of the Board.
- (e) The Company is not required to give any reason for the rejection or deferral of consideration of any application for membership, but must give written Notice of the rejection or deferral to the applicant and (in the case of rejection) refund in full the fee (if any) paid by the applicant.
- (f) On approval by the Board of the application for membership, the Company must notify the applicant in writing of the acceptance.
- (g) A determination of an application for membership is not invalid if the Company does not comply with Article 10.2(f).
- (h) On approval by the Board of the application for membership, the applicant will be bound by this Constitution and the rules and regulations of the Company.

### 10.3 Member rights not transferable

The rights of being a Member are not transferable whether by operation of law or otherwise.



### 11. Registers

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#### 11.1 Registers

- (a) The Secretary must establish and maintain two registers of Members, as follows:
  - (i) Register A will comprise the names of all Members and the Processing Establishment(s) of which each Member is a Proprietor; and
  - (ii) Register B will comprise the names of all Members, the Processing Establishment(s) of which each Member is a Proprietor, and the amounts paid by each Member in the preceding Financial Year by way of either Statutory Levies or Company Contributions in accordance with Articles 13.1 and 13.2.
- (b) A Member must notify the Secretary from time to time as soon as the Member becomes, or ceases to be, a Proprietor of any Processing Establishment(s), together with details of the name and address of the relevant Processing Establishment(s). The Secretary must record those details in the Registers against the Member's name.
- (c) The Secretary must remove the name and address of a Processing Establishment entered in the name of a Member in Register A and Register B, if another Meat Processor has been admitted as a Member with respect to that Processing Establishment.

#### 11.2 Specific voting entitlements

- (a) For the purpose of any vote, ballot or election to be taken pursuant to Articles 5.1 and 18.3, each Member:
  - (i) identified in Register A will be entitled to one vote for each Processing Establishment of which the Member is listed in Register A as the Proprietor; and
  - (ii) identified in Register B will be entitled to the number of votes determined in accordance with the method set out in Article 11.2(b) for each Processing Establishment of which the Member is listed in Register B as the Proprietor.

For every other election, ballot or vote (other than an election, ballot or vote taken pursuant to Article 5.1 and Article 18.3), each Member present in person or by proxy will have one vote for each Processing Establishment of which the Member is listed in Register A as the Proprietor.

- (b) With respect to any vote, ballot or election taken pursuant to Article 5.1 and Article 18.3 in respect of which a Member identified in Register B is entitled to vote, for the purposes of:
  - (i) calculating the number of votes; and
  - (ii) counting preference points in accordance with clause 7 of Schedule 1,

one vote will be allocated to that Member for each and every \$100 identified in Register B as having been paid by way of Production Payments by the Member in the Financial Year immediately prior to the vote, ballot or election. In the case of Statutory Levies, in determining whether a Member has paid and when and how much the Member has paid or the amount and due date for any unpaid Statutory Levies, each Member acknowledges that the Company will be entitled to rely on information provided by the Commonwealth of Australia or upon the information supplied by the Member under Article 13.

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- (c) No Member will be entitled to vote at any meeting or in any ballot or election to be taken pursuant to this Constitution unless at the time of such meeting, ballot or election, that Member is a Financial Member.
- (d) Any vote, ballot or election process to be undertaken pursuant to Article 5.1 and Article 18.3 may be undertaken by the Secretary or an Election Administrator (as defined in Schedule 1).

## 12. Ceasing Membership

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### 12.1 Ceasing to be a Member

A Member ceases to be a Member if:

- (a) the Board terminates the membership of the Member upon the Board being satisfied that the Member has ceased to be a Proprietor of a Processing Establishment. A Member who temporarily ceases to operate a Processing Establishment, and intends to recommence operating a Processing Establishment, does not cease to be a Proprietor of a Processing Establishment for the purposes of this Article unless that Member has not operated a Processing Establishment for a continuous period of 12 Months or more;
- (b) if the Member resigns from membership by Notice in writing to the Company pursuant to Article 12.2; or
- (c) if the Member is expelled by the Directors pursuant to Article 12.3.

### 12.2 Resignation as a Member

A Member may, at any time by giving Notice in writing to the Secretary, resign its membership of the Company.

### 12.3 Expelling a Member

- (a) A Member may be expelled from membership from the Company if the Directors determine in their discretion that:
  - (i) the Member has breached a provision of this Constitution;
  - (ii) the conduct of the Member is prejudicial to the interests or reputation of the Company;
  - (iii) the Member is, or any step is taken for the Member to become, either an insolvent under administration or an externally administered body corporate, as defined in the Corporations Act;
  - (iv) the Member has falsely declared on the Member's Application Form that the applicant is a Meat Processor;
  - (v) the Member has failed to disclose the names and addresses of all or any Processing Establishments of which the Member is a Proprietor; or
  - (vi) the Member has failed to pay amounts due and payable by the Member to the Company.
- (b) If the Company has determined to expel a Member in accordance with Article 12.3(a), the Company must give that Member Notice in writing of the expulsion.

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- (c) A failure to provide Notice in accordance with Article 12.3(b) does not invalidate the determination that the Member should be expelled.
- (d) A determination under Article 12.3(a) takes effect from the date of the determination.
- (e) The Company may reinstate an expelled Member on any terms and at any time as determined by the Directors, including a requirement that all Production Payments and any amounts payable under Schedule 2 which are due but unpaid by the expelled Member are paid.

### **12.4 Obligations after ceasing to be a Member**

- (a) Even though a Meat Processor ceases to be a Member pursuant to the provisions of Article 12, that Member will continue to be liable for all monies due to the Company at that time by that Member under this Constitution or any Contribution Contract, and for all monies that would have become due by that Member under the terms of this Constitution or any Contribution Contract had that Member not ceased to be a Member. The Member will remain liable if the Company is wound up within 12 Months of the Member ceasing to be a Member in accordance with Article 9.
- (b) Even though a Meat Processor ceases to be a Proprietor of a Processing Establishment entered in his name in the Register of Members referred to in Article 11.1, that Member will continue to be liable for all monies payable to the Company under this Constitution or any Contribution Contract with respect to that Processing Establishment until another Meat Processor has been admitted as a Member with respect to that Processing Establishment and the Contribution Contract has been assigned to the new Proprietor of that Processing Establishment.
- (c) Even though a Meat Processor ceases to be a Member pursuant to the provisions of Article 12, any information provided by the Company to that Member or by that Member to the Company at any time will be treated as confidential information and the relevant recipient must keep that confidential information secret and confidential and not directly or indirectly disclose, divulge or communicate any of that confidential information to any other person without the prior written consent of the disclosing party unless required by law.

## **13. Payment of Production Payments**

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### **13.1 Statutory Levies**

To the extent that any Member is required to pay Statutory Levies under a Statutory Levy Regime, such Member must pay such Statutory Levies to the relevant government authority, and complete and submit all related returns and other documents as required by law to that government authority.

### **13.2 Company Contributions**

To the extent that any Member is required to pay Company Contributions, such Member must pay such Company Contributions, and complete and submit all related returns and other documents as detailed in Schedule 2.

### **13.3 Monthly Returns**

- (a) Each Member must maintain complete and accurate records of the returns and other documents in relation to the payment of the Statutory Levies to the relevant government authority under Article 13.1.
- (b) Unless the Company otherwise directs, each Member must provide to the Company evidence of all Statutory Levies paid by that Member to the relevant government

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authority under Article 13.1 in each month in a form acceptable to the Board (**Monthly Return**).

- (c) Each Member must provide a Monthly Return within 5 Business Days after the month to which it relates.
- (d) If a Monthly Return is not received by the Company under Article 13.3(b), the Company may deem for all purposes that the Member has not paid any Statutory Levy in respect of the month to which it relates and the Member will have no claim against the Company in this regard, including any claim that the Member's voting entitlements have been affected under Article 11.2(b), Article 17.7, clause 5(b) of Schedule 1 or any other Article under this document..

### **14. Additional contributions**

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A Member or group of Members may pay the Company in addition to the amounts specified in Article 13.1 or 13.2 such amounts as they think fit for any stated purpose consistent with the objects of the Company and the Company may accept any such additional amounts and apply them for the stated purpose.

### **15. Dispute resolution**

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#### **15.1 Dispute between Members**

If any dispute arises between Members which may affect the Company and/or its objects, and the dispute cannot be resolved by the Members involved, the Board may appoint an independent mediator, conciliator or arbitrator of its choice to resolve the dispute provided that all Members involved in the dispute agree to the appointment.

#### **15.2 Dispute committee**

The Board may appoint a dispute committee of not less than three persons for the purpose of resolving by determination disputes relating to termination or suspension of membership.

#### **15.3 Complaints committee**

The Board may appoint a complaints committee of not less than three persons for the purpose of obtaining from those persons their recommendation on issues relating to termination or suspension of membership.

### **16. General meetings of Members**

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#### **16.1 Annual general meeting**

An annual general meeting of the Members will be held each year in accordance with the provisions of this Constitution and the Corporations Act.

#### **16.2 Who can call meetings of Members**

- (a) Any three Directors may, whenever they think fit, convene a general meeting of Members.
- (b) The Directors must call and arrange to hold a general meeting of Members on the request of Members made in accordance with the Corporations Act.
- (c) The Members may call and arrange to hold a general meeting of Members as provided by the Corporations Act.

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### 16.3 How to call meetings of Members

- (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director and any auditor of the Company.
- (c) A Notice of a meeting of Members must 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, including videoconferencing), state the general nature of the business of the meeting and set out or include any other information or documents specified by the Corporations Act.
- (d) A person may notify the Company in writing that they consent to short notice of a meeting or waives all or part of a notice period that is prescribed by the Constitution or the Corporations Act.
- (e) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid because either or both a person does not receive Notice of the meeting or the Company inadvertently does not give Notice of the meeting to a person.
- (f) Subject to the Corporations Act and Articles 16.3(g) and 16.3(h), the Directors may at any time postpone or cancel a meeting of Members by giving Notice not less than 5 Business Days before the time at which the meeting was to be held to each person who is, at the date of the Notice:
  - (i) a Member;
  - (ii) a Director; or
  - (iii) auditor of the Company.
- (g) A general meeting called by the Directors on the request of Members must not be cancelled by the Directors without the consent of the Members who requested the meeting.
- (h) A general meeting called by the Members in accordance with the Corporations Act must not be cancelled by the Directors without the consent of the Members who called the meeting.

## 17. Proceedings at general meetings of Members

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### 17.1 Right to attend meetings

- (a) Members, Directors and any Company auditor may attend general meetings of Members in person, by proxy or by a duly appointed Representative.
- (b) The chairperson of a meeting of Members may refuse any person admission to, or require a person to leave and remain out of, the meeting if that person:
  - (i) in the opinion of the chairperson, is not complying with the reasonable directions of the chairperson;
  - (ii) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
  - (iii) is not:

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- (A) a Member;
- (B) a proxy, attorney or representative of a Member;
- (C) a Director; or
- (D) an auditor of the Company.

### 17.2 Meeting at more than one place

- (a) A meeting of Members may be held in two or more places linked together by any technology (including videoconferencing) that:
  - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
  - (ii) enables the chairperson of the Meeting to be aware of proceedings in each place; and
  - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in two or more places under Article 17.2:
  - (i) a Member present at one of the places is taken to be present at the meeting; and
  - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

### 17.3 Quorum

- (a) No business will be transacted at any general meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) Except as otherwise expressly provided for in this Constitution, 10 Members present at a general meeting of Members constitutes a quorum.
- (c) In determining whether a quorum for a meeting of Members is present:
  - (i) where more than one proxy, attorney or Representative of a Member is present, only one of those persons is counted;
  - (ii) where a person is present as a Member and as a proxy, attorney or Representative of another Member, that person is counted separately for each appointment provided that there is at least one other Member present; and
  - (iii) where a person is present as a proxy, attorney or Representative for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- (d) A quorum for a meeting of Members in accordance with Article 17.3 must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the Chairperson otherwise determines. If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
  - (i) if the meeting was called by the Directors at the request of the Members or by the Members, the meeting is dissolved; and

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- (ii) any other meeting will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the Members present (being not less than 10) will be a quorum. If a quorum is not present in accordance with the foregoing the meeting is dissolved.

### 17.4 Chairperson

- (a) The Chairperson will preside at every general meeting of the Members, or if there is no Chairperson or the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or if the Chairperson is unwilling to act, the Deputy Chairperson will preside, or if a Deputy Chairperson is not present or is unwilling to act, then the Members present will elect one of their number to be chairperson of the meeting.
- (b) Subject to the Corporations Act, the chairperson of a general meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (c) The chairperson of a general meeting of Members may:
  - (i) determine any dispute concerning the admission, validity or rejection of a vote at a meeting of Members;
  - (ii) terminate debate or discussion on any matter being considered at the meeting and require that matter be put to a vote;
  - (iii) refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting or is not business allowed to be discussed in accordance with the Corporations Act;
  - (iv) subject to the Corporations Act, refuse to allow any amendment to be moved to a resolution set out in the notice of that meeting; or
  - (v) determine who may speak at general meetings of Members.
- (d) The chairperson of a general meeting of Members may delegate any power conferred by this Article 17.4 to any person. The powers conferred on the chairperson of a meeting of Members under this Article 17.4 do not limit the powers conferred by law.

### 17.5 Adjourning a meeting of Members

- (a) The chairperson of a general meeting of Members may, with the consent of any meeting of Members at which the quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for 30 days or more, Notice of the adjourned meeting must be given as is the case of an original meeting. Subject to the foregoing, it will not be necessary to give any Notice of an adjournment of the business to be transacted at any adjourned meeting.

### 17.6 Resolutions of Members

- (a) At any meeting of Members, a resolution put to the vote of the meeting will be decided on a show of hands of Members (subject to Articles 17.6(b) and 17.9(a)(i)) unless a

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poll of Members is (before or on the declaration of the result of the show of hands) demanded:

- (i) by the chairperson of the meeting; or
- (ii) by at least one Member present in person or by proxy.

Unless a poll is so demanded, a declaration by the chairperson of the meeting that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to the effect made in the book containing the minutes of the proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

- (b) Where a vote is taken on a show of hands, one hand raised by a Member entitled to vote will be deemed to represent the number of votes which that Member is entitled to under the relevant provision of this Constitution.
- (c) If a poll is demanded in accordance with Article 17.6(a), it will be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs (including on-line voting), and the result of the poll will be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chairperson of the meeting or on a question of adjournment will be taken forthwith.

### 17.7 Entitlement to vote

- (a) Any Member purporting to vote at a meeting of Members or for the election of a Director pursuant to Article 18.3 will be deemed to represent that it is a Financial Member.
- (b) A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.
- (c) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.

### 17.8 Casting vote

In the case of tied votes, whether on a show of hands or on a poll, the chairperson of that meeting will be entitled to a second or casting vote.

### 17.9 Proxies, attorneys and Representatives

- (a) Subject to the provisions of Article 11.2 at any general meeting of Members, a Member may vote in person or by proxy, or by attorney, or by appointing another duly authorised Representative, and:
  - (i) on a show of hands, every person present who is a Member, or a proxy, attorney or Representative of a Member will have one vote (or such number of votes to which that Member is entitled under the relevant provisions of this Constitution); and
  - (ii) on a poll, every Member present in person or by proxy, attorney or by appointing another duly authorised Representative will have one vote (or such number of votes which that Member is entitled to under the relevant provisions of this Constitution).



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- (b) Unless otherwise provided in the Corporations Act or in the instrument appointing a proxy or attorney, a duly appointed proxy or attorney may:
  - (i) agree to a meeting of Members being called by shorter than Prescribed Notice;
  - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than 21 days is given;
  - (iii) speak on any resolution at a meeting of Members on which the Member who appointed the proxy or attorney may vote;
  - (iv) vote at a meeting of Members at which the Member who appointed the attorney or proxy is entitled to vote pursuant to this Constitution (and only to the extent allowed by the appointment);
  - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the Member who appointed the proxy or attorney is entitled to vote pursuant to this Constitution; and
  - (vi) attend and vote (where the Member who appointed the attorney or proxy is entitled to vote pursuant to this Constitution) at any meeting of Members which is rescheduled or adjourned.
- (c) Unless otherwise provided in the Corporations Act or in the instrument appointing a proxy or attorney, a duly appointed proxy or attorney may vote on:
  - (i) any amendment to a resolution on which the proxy or attorney may vote;
  - (ii) any motion not to put that resolution or any similar motion; and
  - (iii) any procedural motion relating to that resolution, including a motion to elect the chairperson of a meeting of Members, vacate the chair or adjourn that meeting, even if the appointment directs the proxy or attorney how to vote on that resolution.
- (d) The authority of a proxy or attorney for a Member to speak or vote at a meeting of Members is suspended while the Member is present in person at that meeting.
- (e) The instrument appointing a proxy must be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll. A Member will be entitled to instruct his proxy to vote in favour of or against any proposed resolution. Unless otherwise instructed the proxy may vote as he thinks fit.
- (f) The instrument appointing a proxy may be in a common or usual form.
- (g) The instrument appointing a proxy from a company must contain the Member's name and address, the company's name, the proxy's name or the name of the office held by the proxy and the meetings at which the appointment may be used. Such appointment may be a standing one. An undated appointment is taken to have been dated the day it is received by the Company.
- (h) The instrument appointing a proxy will be validly received by the Company when it is received at any of the following:
  - (i) at the Company's registered office;
  - (ii) a fax number at the Company's registered office; and

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- (iii) a place, fax number or electronic address specified in the Notice of the meeting.
- (i) For the appointment of a proxy for a meeting of Company Members to be effective, the following documents must be received by the Company at least 48 hours before the meeting or any resumption of a meeting:
  - (i) the proxy's appointment; and
  - (ii) if the appointment is signed by the appointor's attorney – the authority under which the appointment was signed or a certified copy of the authority.
- (j) A vote given in accordance with the terms of an instrument of proxy or attorney or other authority will be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting at which the instrument is used.

### 17.10 Objections to qualification to vote

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made:
  - (i) before that meeting, to the Directors; or
  - (ii) at the meeting (or any resumed meeting if that meeting is adjourned), to the chairperson of that meeting.
- (b) An objection made in accordance with Article 17.10 must be decided by the Directors or the chairperson of the meeting of Members (as the case may be), whose decision, made in good faith, is final and conclusive.

## 18. Board of Directors

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### 18.1 Composition and number

- (a) There will be a Board of Directors (all of whom will be natural persons) for the management and affairs of the Company.
- (b) The Board will consist of 9 Directors, 7 of which must be Processor Directors, and 2 of which must be Independent Directors.
- (c) The continuing Directors may act despite any vacancy on the Board. If the number of Directors falls below 5, the Directors must not act except in emergencies, or to appoint one or more Directors pursuant to Article 18.3(p) in order to make up a quorum for a meeting of Directors, or to call and arrange to hold a meeting of Members.

### 18.2 Office-bearers

The office bearers of the Company will consist of a Chairperson and a Deputy Chairperson elected by the Board in accordance with Article 18.3(o).

### 18.3 Appointment of Directors and office-bearers

The Processor Directors and Independent Directors will be appointed, with reference to Schedule 1 in respect of Processor Directors only, in the following manner:

*Processor Directors*

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- (a) two months prior to any annual general meeting at which Directors are required to retire in accordance with this Constitution, the Company will call for nominations for the appointment of 7 Processor Directors to the Board by Notice to each Member;
- (b) such nominations for the appointment of a Processor Director will be returnable to the electronic address nominated by the Company or the registered office of the Company (if the Member is unable to return the nominations to the electronic address) within 14 days from the date of receipt via electronic means or post setting out details of the eligibility or qualifications of the nominee and such other information as the Board may require;
- (c) (if necessary) one month prior to any annual general meeting, ballot lists and voting papers (including candidates' statements) in common or usual form will be prepared for the 7 Processor Directors from the nominations and forwarded to all Members. Voting material may be forwarded to the electronic address nominated by the Members. Where an electronic address has not been nominated by a Member, the voting material will be posted to the Member;
- (d) each Member will be entitled to vote for 7 Processor Director nominees by listing the nominees in preference from 1-7 (where 1 indicates the preferred candidate, 2 is the next preferred candidate and so on) and returning the voting paper to the Secretary at the registered office of the Company or other such address as determined by the Board within 21 days of the date of posting by the Company of the voting paper to the Member. Completed ballot papers must be sent electronically and if that is not convenient, by any other means;
- (e) the Secretary will count the votes for each Processor Director nominee in Register A and Register B and list the 7 nominees who receive the most number of votes in each Register in descending numerical order from 1-7 (the "**index number**") with the nominee receiving the most votes in each Register being listed as number 1;
- (f) the first Processor Director to be elected to the Board will be the nominee with the lowest number when the index numbers in Register A and Register B are added together (the "**First Processor Director**");
- (g) the remaining 6 Processor Directors to be elected to the Board will be:
  - (i) the 3 nominees (excluding the First Processor Director) with the lowest index number in Register A (the "**Register A Directors**"), and
  - (ii) the 3 nominees (excluding the First Processor Director and those Register A Directors already elected to the Board) with the lowest index number in Register B (the "**Register B Directors**");

### *Independent Directors*

- (h) one month prior to any annual general meeting at which Directors are required to retire in accordance with this Constitution, the Company will by Notice to the public (by advertisement in a national newspaper) invite applications for 2 Independent Directors to be appointed to the Board in accordance with Article 18.3(k);
- (i) such applications will be returnable to the registered office of the Company within 14 days from the publication of the notice in writing setting out details of the eligibility or qualifications of the applicant and such other information as the Board may require. Applications must be sent electronically and if that is not convenient, by any other means;

### *General*

## Constitution

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- (j) an election of Processor Directors and Independent Directors will be held every 3 years;
- (k) as soon as possible, and in any event, no later than one month of the relevant annual general meeting the First Processor Director, the Register A Directors and Register B Directors will meet in a Board meeting and by agreement appoint 2 Independent Directors to the Board from the list of applications for Independent Directors received pursuant to Article 18.3(a). The First Processor Director will Chair this Board meeting;
- (l) if the Register A Directors and the Register B Directors cannot agree on 2 Independent Directors at the Board meeting referred to in Article 18.3(k), then the Register A Directors will appoint 1 Independent Director and the Register B Directors will appoint 1 Independent Director to the Board;
- (m) each Director appointed pursuant to the provisions of this Article 18.3 will hold office until the third annual general meeting after their appointment when they will retire and will be eligible for re-election;
- (n) each Director may only serve a maximum of 9 years;
- (o) as soon as possible, and in any event, no later than one month after the appointment of the Independent Directors, the Directors will meet in a Board meeting to determine the Chairperson and a Deputy Chairperson to hold such positions for such period as the Board may determine from time to time. The First Processor Director will Chair this Board meeting;
- (p) the Board may at any time and from time to time to appoint a person qualified to be a Processor Director as a Processor Director or a person qualified to be an Independent Director as an Independent Director to fill a casual vacancy in the Board but the total number of Directors will not exceed the number specified in Article 18.1(b). Any such Director will hold office until the next time the Director nomination and appointment process under this Article 18.3 is required to be held when they will retire and be eligible for re-election.

### 18.4 Vacation of office of Director

The office of a Director will become vacant if the Director:

- (a) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their creditors generally;
- (b) becomes prohibited from being a Director of a company by reason of any order made under the Corporations Act;
- (c) ceases to be a Director by operation of the Corporations Act;
- (d) 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;
- (e) resigns from their office by Notice in writing to the Company;
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the value of that Director's interest as required by Article 19.6 or the Corporations Act; or
- (g) is a Processor Director who ceases to be qualified as a Processor Director pursuant to the definition of Processor Director in Article 1.1; or
- (h) is an Independent Director who ceases to be qualified as an Independent Director pursuant to the definition of Independent Director in Article 1.1.

### 19. Powers and duties of the Board

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#### 19.1 General powers

- (a) The Company may exercise in any manner permitted by the Corporations Act any power which a public company limited by guarantee may exercise under the Corporations Act.
- (b) Subject to the Corporations Act and to any other provision of this Constitution, the business of the Company is managed by or under the direction of the Directors.
- (c) The Directors may:
  - (i) pay all expenses incurred in promoting and forming the Company; and
  - (ii) exercise all such powers of the Company as are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.

#### 19.2 Regulations

The Board may make regulations consistent with this Constitution and may enact, alter, amend or repeal regulations provided however that these may be altered, amended or repealed by the Company in general meeting.

#### 19.3 Attorneys

- (a) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.

#### 19.4 Director remuneration

- (a) The Directors will be paid such remuneration as is from time to time determined by the Company in General Meeting.
- (b) Such remuneration will be divided or allocated between the Directors as the Board determines from time to time and will be deemed to accrue from day to day.
- (c) The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Board or general meetings of the Company or otherwise in connection with the business of the Company.
- (d) The expression **remuneration** does not include any amount which may be paid by the Company under Article 19.4(c) and Article 30.

#### 19.5 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
  - (i) 2 Directors;

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- (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
  - (i) 2 Directors;
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) In relation to Article 19.5(b), to the extent permitted by law, the Company may execute a document electronically, including by using software or a platform for the electronic execution of contracts.
- (d) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Articles 19.5(a), 19.5(b) or 19.5(c).
- (e) The Directors may resolve, generally or in a particular case, that any signature on certificates for securities of the Company may be affixed by mechanical or other means (including electronic means).
- (f) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.

### 19.6 Declaration of interests

- (a) Any Director with any direct or indirect or proposed activity with the Company, or who holds any office or property whereby duties or interests might be created in conflict with the Director's duties or interest, must declare the fact and the extent of the conflict at a meeting of the Board in accordance with the Corporations Act.
- (b) A general Notice that a Member of the Board is a member of, or officer of, a specific company or firm will be a sufficient declaration; and after such Notice it will not be necessary to give any additional notice relating to any particular transaction with such company or firm.
- (c) Provided that the provisions of this Article 19.6 are complied with:
  - (i) a Director will not be disqualified, by virtue of their position as Director, from contracting with the Company either as vendor, purchaser or otherwise;
  - (ii) any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will not be void; and
  - (iii) any Director who contracts with the Company or who is interested in a contract or arrangement with the Company will not be liable to account to the Company for any profit realised by any such contract or arrangement because the Director holds the position of Director, or because of the fiduciary relation in existence between the Director and the Company.
- (d) The nature of the interest of the Director must be disclosed by him at a meeting of the Directors, and the Secretary will record the disclosure in the minutes of the meeting. Such disclosure will be made at the meeting of the Directors at which entry into the contract or agreement is approved if the Director's interest then exists, or any in any

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other case at the first meeting of the Directors after the acquisition of interest by the Director.

- (e) Any Director may vote in respect of any contract or arrangement in which he is interested and will be counted in the quorum of the meeting of Directors at which such contract or arrangement is considered, and may execute any document on behalf of the Company in respect of any contract as aforesaid, subject to Article 19.5.
- (f) A general Notice that a Director is a member of a specific company or firm and is to be regarded as interested in any contract or arrangement which may be made with that company or firm after the date of that Notice will be deemed to be a sufficient declaration of interest in relation to any contracts or agreements so made.

### 19.7 Absence

If any Director, without leave of the Board, is absent from three consecutive meetings of the Board of which regular Notice has been given, the Board may by resolution declare that Director's office vacant whereupon such Director will cease to be a Director.

### 19.8 Divisions

The Board may create as many organisational accounting and/or administrative divisions of the Company as it thinks necessary for any purpose consistent with the objects of the Company.

## 20. Proceedings of the Board

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### 20.1 Meetings of Directors

- (a) The Board may meet together either in person or by means of telephone or video conference or other communications technology for the despatch of business and adjourn and otherwise regulate its meetings and proceedings as it thinks fit.
- (b) The Board will meet for the despatch of business at least once every three months at such time and place as it may appoint.

### 20.2 Observers

The Board is empowered to invite any person or persons, or body of persons, or Representative thereof to attend at any of its meetings and to participate in discussions at its meetings. Such persons will attend in the capacity of observers only and will have no voting rights at Board meetings.

### 20.3 Quorum

- (a) The quorum necessary for the transaction of the business of the Board is 5 Directors.
- (b) A Member of the Board who has made a declaration in accordance with Article 19.6 is to be counted in a quorum notwithstanding the Director's interest.

### 20.4 Resolutions of Directors

- (a) Subject to any express provisions to the contrary contained in this Constitution, resolutions of Directors are passed by a majority of votes.
- (b) Subject to Article 19.6 and this Article 20.4, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In the case of a tied vote on a resolution, whether on a show of hands or on a poll, the Chairperson of that meeting will be entitled to a second or casting vote.

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- (d) All acts done by any meeting of the Board or by any Director will, notwithstanding that it is subsequently discovered that there was some defect in the appointment of any Directors, or persons acting as Directors, or that any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

### 20.5 Chairperson

The Chairperson of the Board (or in the Chairperson's absence the Deputy Chairperson of the Board) will preside at all meetings of the Board. If no Chairperson or Deputy Chairperson is in office or if the Chairperson or Deputy Chairperson is not present within fifteen minutes of the time appointed for holding a meeting, the Directors present will choose one of their number to be Chairperson of such meeting.

### 20.6 Who can call a meeting of Directors

A Director may at any time, and the Secretary must upon the request of any Director, call a meeting of Directors.

### 20.7 Notice of meetings of Directors

- (a) Notice of a meeting of Directors must be given to each Director.
- (b) Not less than 7 days' notice of a meeting of Directors must be given unless all Directors agree otherwise.
- (c) A Director may waive notice of a meeting of Directors by notice in writing to the Company to that effect.

### 20.8 Competence

A duly convened meeting of the Board at which a quorum is present will be competent to exercise all or any of the authorities powers and discretions by or under this Constitution, for the time being vested in or exercisable by the Board generally.

### 20.9 Written resolutions of Directors

- (a) The Directors may pass a resolution without a meeting of the Directors being held if such number of Directors (not being less than a quorum) entitled to vote on the resolution, assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in Article 20.9(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Article 20.9 by signing the document or by notifying the Company of the assent of the Director:
  - (i) in a manner permitted by Article 29.4; or
  - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Article 20.9(c) other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under Article 20.9(a) is not invalid if a Director does not comply with Article 20.9(d).



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### 20.10 Minutes of meetings of Directors

- (a) The Board will cause minutes to be duly entered in books provided for the purpose:
  - (i) of the names of the Directors present at each meeting of the Board and of any committee of the Board, and of all declarations made by Directors in accordance with the provisions of the Corporations Act;
  - (ii) of all orders made by the Board and committees of the Board; and
  - (iii) of all resolutions and proceedings of general meetings of the Company, and of meetings of the Board and committees of the Board.
- (b) Subject to the Corporations Act, any such minutes of any meeting of the Board or of any committee of the Board or of any general meeting of the Company will be signed by the chairperson of such meeting, or by the chairperson of the next succeeding meeting of the Board, the committee of the Board, or the general meeting of the Company (as the case may be) after the minutes have been read to and approved by the Board, the committee of the Board, or by the Members (as in the case may be) at such next succeeding meeting. Such approval and signing by the chairperson will be conclusive evidence without any further proof of the matters stated in such minutes.

## 21. Secretary

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### 21.1 Appointment

- (a) The Directors may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) Subject to any agreement between the Company and a Secretary, the Directors may remove or dismiss a Secretary at any time, with or without cause.
- (c) The Directors may revoke or vary the appointment of a Secretary.

### 21.2 Role

The Secretary will conduct and record the correspondence of the Board, and will give Notice of and compile an agenda paper for all meetings of the Company and the Board respectively, and enter minutes of the names of Members or Directors present (as the case may be), and of all resolutions and proceedings of such meetings respectively in a minute book, and will keep a Register of Members and will file all forms required by the Corporations Act, and will preserve the papers and documents of the Company and perform all of the duties usually appertaining to the office of Secretary of a Company.

## 22. Committees

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### 22.1 Committees

- (a) To assist the Board in discharging its duties and responsibilities, the Board may establish Committees, as it sees fit, and may confer on, or delegate to, a Committee (including a Committee referred to in Article 22.1(b)) certain functions and powers of the Board.
- (b) The Board may establish the following Committees:
  - (i) Audit and Risk Management Committee; and

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- (ii) Nominations and Remuneration Committee,

which operate in accordance with charters approved by the Board under Article 22.2, setting out the specific responsibilities of those Committees.

### 22.2 Function and charter of Committees

- (a) The Board must establish a charter for each established Committee. That charter:
  - (i) must specify the powers, functions and responsibilities of the Committee;
  - (ii) may give direction as to the reports the Committee is to make to the Board; and
  - (iii) may contain other directions and guidance for the Committee, including in relation to proceedings of the Committee.
- (b) The Board may amend a charter as it sees fit from time to time.
- (c) The Board will delegate to each Committee the powers, functions and responsibilities specified in the charter for that Committee.

### 22.3 Proceedings of Committee

Subject to the terms of the charter for the Committee, the meetings and proceedings of committees are, to be governed by the provisions of the Corporations Act and this Constitution that regulate the meetings and proceedings of the Board.

### 22.4 Performance of Committees

The Board must evaluate the performance of each Committee (including against the functions set out in the respective Committee charter) for each reporting period in accordance with a performance evaluation process to be maintained and disclosed by the Board.. The Board may review and update the performance evaluation process under this Article 22.4 periodically, as determined by the Board, in its absolute discretion.

### 22.5 Reports to Members

The Board may include in the annual report for each financial year a report on the operations of any Committee, during the year to which the report relates.

## 23. Delegation of Board Powers

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### 23.1 Delegation

The Board may delegate any of the powers exercisable by them (including the power to delegate), upon such terms and conditions and with such restrictions as they think fit to:

- (a) a Committee;
- (b) a Director; or
- (c) an employee of the Company.

A delegation of the Board's power does not either prevent the exercise of that power by the Board or alter the Board's powers and responsibility to manage the Company.

### 23.2 Terms of delegation

- (a) The Board may document the terms and conditions of the delegation of its powers.

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- (b) A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

### **23.3 Exercise of delegation**

- (a) The exercise of a power delegated under Article 23.1 is to be treated as the exercise of that power by the Board.
- (b) In the exercise of any powers delegated under Article 23.1, the delegate must exercise the powers delegated in accordance with any terms and conditions of the delegations provided by the Board under Article 23.2(a) and any other directions of the Board.

### **23.4 Power to revoke delegation**

The Board may revoke any delegation previously made whether or not the delegation is expressed to be for a specified period of time.

## **24. Chief Executive Officer and other executives**

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### **24.1 Appointment and removal**

- (a) The Board may appoint a Chief Executive Officer of the Company, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) Subject to any agreement between the Company and a Chief Executive Officer, and without prejudice to any other Article in this Constitution, the Board may remove or dismiss a Chief Executive Officer at any time, with or without cause.

### **24.2 Remuneration**

The Chief Executive Officer will, subject to the terms of any agreement with the Company, receive such remuneration as determined by the Board.

### **24.3 Delegation of powers**

Subject to Article 23:

- (a) the Board may delegate to the Chief Executive Officer any of the powers exercisable by them (including the power to delegate), upon such terms and conditions and with such restrictions as they think fit;
- (b) any power delegated may be concurrent with, or be to the exclusion of, the powers of the Board;
- (c) the Board may at any time withdraw or vary any of the powers delegated to the Chief Executive Officer;
- (d) a Chief Executive Officer must exercise the powers delegated to him in accordance with any directions of the Board;
- (e) the exercise of a delegated power by a Chief Executive Officer is as effective as if the Board exercised the power; and
- (f) for the avoidance of any doubt, the Chief Executive Officer will be responsible for the day to day business of the Company unless the Board determines otherwise.

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### 24.4 Performance of Chief Executive Officer and other executives

The Board must evaluate the performance of the Chief Executive Officer, and any other executives nominated by the Board, for each reporting period in accordance with a performance evaluation process (including any key performance indicators) to be maintained and disclosed by the Board. The Board must review and update that performance evaluation process under this Article 24.4 at least once in every 12 month period.

## 25. Plans and reviews of performance

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### 25.1 Strategic Plan and Operating Plan

- (a) The Board must ensure there is in force at all times a strategic plan (**Strategic Plan**), an annual operating plan (**Operating Plan**).
- (b) The Board must review and update the Strategic Plan and Operating Plan, and prepare the Annual Report, at least once every 12 months.

### 25.2 The Strategic Plan

The Strategic Plan must:

- (a) be prepared in accordance with good planning practice;
- (b) relate to a period of 3 years to 5 years (as determined by the Board) after the date of the Strategic Plan;
- (c) comply with any requirements of that, or any other similar, plan set out in the Funding Agreement;
- (d) set out the strategies to pursue the objects of the Company including:
  - (i) an assessment of the operating environment including current and future trends and their implications for the Meat Industry and Research and Development and Marketing needs;
  - (ii) the objectives and priorities of the Company for the delivery of research management and Research and Development and Marketing for the Meat Industry for the period of the Strategic Plan;
  - (iii) the outcomes planned from the expenditure of income projected over the plan period;
  - (iv) key deliverables which contribute to achieving the planned outcomes;
  - (v) performance indicators that enable progress being made towards achieving the planned outcomes to be monitored and reported upon;
  - (vi) consultations in preparation of the plan and an explanation of how Meat Industry priorities and government priorities are reflected in and acted on in the plan;
  - (vii) broad resource allocation with estimates of income and expenditure including for operation and resourcing of the Company research funding pool open to a range of providers; and
  - (viii) a corporate statement which outlines the Company's roles and responsibilities.

## **Constitution**

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- (e) The Company must develop a Strategic Plan that will apply its income in a manner consistent with the Constitution and the Meat Industry's priorities.
- (f) The Board must at all times implement the strategies referred to in Article 25.2(d) to pursue the objects of the Strategic Plan.

### **25.3 The Operating Plan**

The Operating Plan must:

- (a) be prepared in accordance with good planning practice;
- (b) relate to a period of 12 months after the date of the Operating Plan;
- (c) comply with any requirements of that, or any other similar, plan set out in the Funding Agreement;
- (d) set out the operations of the Company to give effect to the Strategic Plan;
- (e) include projected income and expenditure with respect to the relevant period of the Operating Plan.

### **25.4 The Annual Report**

The Annual Report must:

- (a) comply with the financial reporting and other reporting requirements under the Corporations Act;
- (b) comply with any requirements of that report set out in the Funding Agreement.

### **25.5 Reviews of performance**

- (a) The Company must conduct, or procure a third party to conduct, a Performance Review in accordance with the Funding Agreement.
- (b) The Performance Review must also investigate and report objectively on the:
  - (i) performance of the Company in meeting its obligations under its governance documents including the Funding Agreement;
  - (ii) implementation of the Strategic Plan and the Operating Plan and the effectiveness of the Company in meeting the objectives, targets and budgets set out in those plans;
  - (iii) extent to which the Board, its Committees and individual Directors satisfy the requirements of a Skills Based Board; and
  - (iv) the status of Independent Directors.

## **26. Records of dealings with Funds and books of accounts**

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### **26.1 Statutory Levy Regime**

Where a Statutory Levy Regime applies, the Company must apply the Funds received, and must establish systems for accounting and record keeping of all dealings with those Funds, in accordance with the Funding Agreement or as otherwise agreed with the Commonwealth of Australia.

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### **26.2 Books of account**

The Board must cause proper books of account, which comply with acceptable accounting standards, to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place and of the property, receipts and liabilities of the Company.

### **26.3 Inspection**

- (a) The books of account of the Company will be kept at the registered office of the Company, or at such other place or places as the Board thinks fit, and will be open at reasonable times during office hours for inspection by any Director.
- (b) 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 accounts and books of the Company or any of them will be open for inspection by Members.
- (c) A Member will have such right to inspect any account or book or document of the Company as may be conferred by statute or authorised by the Board or by the Company in general meeting, and subject in all cases to reasonable restrictions as to the time and manner of inspection, and the use and preservation of confidentiality of the information contained in such accounts, books or documents inspected.
- (d) At the annual general meeting of the Company held in each year the Board will lay before the Company relevant financial and accounting information according to common practice and law, for the period since the date to which the last preceding financial statement.

## **27. Audit**

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The Company must appoint a properly qualified auditor, whose duties must be regulated in accordance with the Corporations Act.

## **28. Seal**

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The Board will provide for safe custody of the Seal, and the Seal must not be used except by the authority of the Board.

## **29. Notices**

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### **29.1 Member address details**

Every Member and every person entitled under this Constitution to vote at general meetings of the Company will leave in writing at the registered office of the Company, a place of address within Australia to be registered as the Member's place of residence for the purpose of the Corporations Act and this Constitution. In default of that Member's so doing, the registered office of the Company will be deemed to be the Member's place of residence and registered address for these purposes.

### **29.2 Notice to Members**

- (a) The Company may give Notice to a Member:
  - (i) in person;
  - (ii) by sending it by post to the address of the Member in the Register or the Member's deemed place of residence as determined pursuant to Article 29.1 or the alternative address (if any) nominated by that Member;

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- (iii) by sending it to the fax number (if any) nominated by that Member;
  - (iv) by sending an electronic message to the electronic address nominated by that Member;
  - (v) if permitted by the Corporations Act, by sending it by other electronic means (if any) nominated by that Member; or
  - (vi) by any other means permitted by the Corporations Act.
- (b) Subject to the Corporations Act, a Notice to a Member is sufficient, even if:
- (i) that Member is expelled; or
  - (ii) that Member is an externally administered body corporate,
- and regardless of whether or not the Company has Notice of that event.
- (c) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

### 29.3 Notice to Directors

The Company may give Notice to a Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number (if any) nominated by that person;
- (d) by sending it to the electronic address (if any) nominated by that person; or
- (e) by any other means agreed between the Company and that person.

### 29.4 Notice to the Company

- (a) A person may give Notice to the Company:
  - (i) by leaving it at the registered office of the Company;
  - (ii) by sending it by post to the registered office of the Company;
  - (iii) by sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
  - (iv) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
  - (v) by any other means permitted by the Corporations Act.

### 29.5 Time of service

- (a) A Notice sent by post to an address within Australia is taken to be given:
  - (i) in the case of a Notice of meeting, one Business Day after it is posted; or

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- (ii) in any other case, at the time at which the Notice would be delivered in the ordinary course of post.
- (b) A Notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole Notice was sent to the correct fax number.
- (c) A Notice sent to an electronic address is taken to be given on the date it is sent unless a delivery failure message is received by the Company.
- (d) If the Corporations Act permits a Notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):
  - (i) that the Notice of meeting is available; and
  - (ii) how the Member may use the nominated access means of that Member to access the Notice of meeting,the Notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the Notice of meeting is available.
- (e) The giving of a Notice by post, air-mail or air courier is sufficiently proved by evidence that the Notice:
  - (i) was addressed to the correct address of the recipient; and
  - (ii) was placed in the post or delivered to the air courier.
- (f) A certificate by a Director or Secretary of a matter referred to in Article 29.5(e) is sufficient evidence of the matter, unless it is proved to the contrary.
- (g) In respect of Members being natural persons, any Notice or document delivered or sent in accordance with this Article 29 to a Member pursuant to this Constitution will notwithstanding that such Member be then deceased and, whether or not the Company has Notice of the Member's death, be deemed to have been duly served in respect of such Member and such service will for all purposes of this Constitution be deemed a sufficient service of such Notice or document on the Member's executors or administrators.

### 29.6 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means (including electronic means).

## 30. Indemnity and insurance

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- (a) To the extent permitted by law, the Company must indemnify each Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:



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- (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with:
- (i) a Relevant Officer; or
  - (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,

under which the Company must do all or any of the following:

- (iii) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
- (iv) indemnify that person against any Liability of that person;
- (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
- (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

**Schedule 1**  
**Regulations for election of Processor Directors**

**1. Regulations**

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These regulations are regulations under Article 19.2 of the Constitution of the Australian Meat Processor Corporation Ltd (ACN 082 373 448).

**2. Definitions and interpretation**

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**2.1. Definitions**

In these regulations, unless the context otherwise requires:

**Ballot** means the procedure commonly known as drawing names from a "hat".

**Company** means Australian Meat Processor Corporation Ltd ACN 082 373 448.

**Election Administrator** means the Australian Electoral Commission, or any other independent organisation that is responsible for administering elections, nominated by the Board to conduct a vote, ballot or election pursuant to this Constitution.

Unless otherwise defined in these regulations, expressions used in these regulations (unless the contrary intention appears) have the same meanings as in the Constitution of the Company.

**2.2. Interpretation**

In these regulations, unless the contrary intention appears:

- (a) headings and bold text are for convenience only and do not affect the interpretation of these regulations;
- (b) words importing a gender include every other gender;
- (c) words importing the singular include the plural and vice versa;
- (d) words used to denote persons generally or imparting a natural person includes any company, corporation, body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);
- (e) a reference to a person includes that person's successors and legal personal Representatives;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulation, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute; and
- (g) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

**3. Voting papers**

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- (a) At the expiration of the time for receiving nominations, the Secretary or Election Administrator will prepare a ballot paper in alphabetical order by surname containing the names of all persons nominated by a Member for election as a Processor Director pursuant to Article 18.3.

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- (b) If the number of nominations received by the close of nominations is equal to, or less than the number of vacancies to be filled at the election:
- (i) the Secretary or Election Administrator will declare each of the candidates elected at the next annual general meeting and at the annual general meeting call for nominations by the Members for the vacancies;
  - (ii) the Company may by resolution at the annual general meeting fill vacancies for the office of Processor Director by electing a person as Processor Director; and
  - (iii) any positions on the Board which are not filled by resolution of the Company at the annual general meeting will be filled as casual vacancies by the newly elected Board.
- (c) If the number of nominations received by the close of nominations is more than the number of vacancies to be filled at the election, an election of Directors will be conducted in the following manner:
- (i) one Month prior to the general meeting, the Secretary or Election Administrator will send each Member a voting paper including:
    - (A) a statement of the number of vacancies to be filled at the elections;
    - (B) the names of all duly nominated candidates in alphabetical order;
    - (C) candidates' statements (if received in accordance with Article 10 of this Schedule);
    - (D) two envelopes:
      - (aa) an outer envelope marked "voting paper" and addressed to the Secretary or Election Administrator; and
      - (bb) an inner envelope incorporating on its outside, provision for the voter to write the voter's name and address and sign;
  - (ii) a Member wishing to vote will:
    - (A) mark the voting paper by numbering from one to seven opposite the names of preferred candidates (where 1 indicates the preferred candidate, 2 is the next preferred candidate and so on). No identifying mark should be placed on this voting paper;
    - (B) return the voting paper by any electronic means to the Secretary or Election Administrator;
    - (C) when returning the voting paper to the Secretary or Election Administrator, identify the Member under separate cover. Such identifying material should include the Member's name, address and Member number (if known);
  - (iii) if a Member wishing to vote, is unable to vote by electronic means as set out in section 3(c)(ii), then the Member may complete a hard copy of the ballot paper as follows:
    - (A) mark the voting paper by numbering from one to seven opposite the names of preferred candidates (where 1 indicates the preferred candidate, 2 is the next preferred candidate and so on);
    - (B) place the voting paper inside and seal the inner envelope;

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- (C) legibly write the Member's name and address and sign the outside of the inner envelope;
  - (D) place the inner envelope without any other matter in the outer envelope;
  - (E) seal the outer envelope; and
  - (F) send the sealed outer envelope to the Secretary or Election Administrator;
- (iv) all formal voting papers received by the Secretary or Election Administrator not later than 5pm (Sydney time) on the 21<sup>st</sup> day of the date the formal voting papers were received via electronic means or post;
- (v) after the Ballot is closed, the Secretary or Election Administrator will:
- (A) take reasonable steps to be satisfied regarding the integrity of the Ballot;
  - (B) eliminate any invalid or informal votes; and
  - (C) count the Ballot.
- (d) Non receipt of a voting paper by any Member will not invalidate the Ballot.

### 4. Informal votes

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A voting paper will be declared informal if it:

- (a) does not indicate a vote from one to seven for the seven candidates to be elected;
- (b) is contained in an inner envelope which is not completed; or
- (c) is ambiguous or otherwise not in accordance with these Regulations or the Constitution of the Company.

### 5. Specific voting entitlements

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For the purpose of the election of Processor Directors, each Member:

- (a) identified in Register A will be entitled to one vote for each Processing Establishment of which the Member is listed in Register A as the Proprietor; and
- (b) identified in Register B will be entitled to the number of votes determined in accordance with the following method for each Processing Establishment of which the Member is listed in Register B as the Proprietor:
  - (i) one vote will be allocated to that Member for each and every \$100 identified in Register B as having been paid by way of Production Payments by the Member in the Financial Year immediately prior to the vote, ballot or election. In the case of Statutory Levies, in determining whether a Member has paid and when and how much the Member has paid or the amount and due date for any unpaid Statutory Levies, each Member acknowledges that the Company will be entitled to rely on information provided by the Commonwealth of Australia or upon the information supplied by the Member.

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- (c) No Member will be entitled to vote at any meeting or in any ballot or election to be taken pursuant to this Constitution unless at the time of such meeting, ballot or election, that Member is a Financial Member in accordance with Article 17.7.

### **6. Procedure for counting votes for Register A Directors**

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- (a) Voters are required to mark their Ballot paper with consecutive numbers from one to seven.
- (b) Each candidate is allocated a number of points equal to the numerical preference vote in the following manner:
  - (i) a first preference vote is counted as seven points;
  - (ii) a second preference vote is counted as six points;
  - (iii) a third preference vote is counted as five points;
  - (iv) a fourth preference vote is counted as four points;
  - (v) a fifth preference vote is counted as three points;
  - (vi) a sixth preference vote is counted as two points; and
  - (vii) seventh preference vote is counted as one point.
- (c) All the points are tallied for each candidate.
- (d) The candidates are ranked in order of total points received from the most points to the least points, so that the candidate with the most number of points receives index number one. The candidate with the second highest number of points receives index number two. The candidates with the next highest number of points in descending order from third highest points to seventh highest points will receive the corresponding index numbers from 3 to 7.

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**Note:** The following example shows the preference points system.

### Register A – Points system

Points	7	6	5	4	3	2	1		
Preferences	1	2	3	4	5	6	7	<b>Total Points</b>	<b>Index Number</b>
<b>Candidate X</b>									
No. of votes	2	1	2	-	2	40	43		
Total equivalent votes	14	6	10	-	6	80	43	159	Elected 2
<b>Candidate Y</b>									
No. of votes	7	43	29	18	2	-	1		
Total equivalent votes	49	258	145	72	6	-	1	531	Elected 1

## 7. Procedure for counting votes for Register B Directors

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- (a) Voters are required to mark their Ballot paper with consecutive numbers from one to seven.
- (b) Each candidate is allocated a number of points equal to the numerical preference vote in the following manner:
  - (i) a first preference vote is counted as seven points;
  - (ii) a second preference vote is counted as six points;
  - (iii) a third preference vote is counted as five points;
  - (iv) a fourth preference vote is counted as four points;
  - (v) a fifth preference vote is counted as three points;
  - (vi) a sixth preference vote is counted as two points; and
  - (vii) a seventh preference vote is counted as one point.
- (c) All the points are tallied for each candidate.
- (d) The candidates are ranked in order of total points received from the most points to the least points, so that the candidate with the most number of points receives index number one. The candidate with the second highest number of points receives index number two. The candidates with the next highest number of points in descending order from third highest points to seventh highest points will receive the corresponding index numbers from 3 to 7.

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**Note:** The following example shows the preference points system.

### Register B – Points system

Points	7	6	5	4	3	2	1		
Preferences	1	2	3	4	5	6	7	<b>Total Points</b>	<b>Index Number</b>
<b>Candidate X</b>									
No. of votes	20,000	10,000	2,000	-	2,000	4,000	4,300		
Total equivalent votes	140,000	60,000	10,000	-	6,000	8,000	4,300	228,300	Elected 1
<b>Candidate Y</b>									
No. of votes	7,000	4,300	2,900	1,800	2,000	-	1,000		
Total equivalent votes	49,000	25,800	14,500	7,200	6,000	-	1,000	103,500	Elected 2

## 8. Tied votes

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### 8.1. Tied votes – Register A

- (a) If, when the points are tallied together pursuant to clause 5, two or more candidates have the same number of points on Register A, the candidate who has the highest number of first preference votes on Register A will be deemed to have the lower index number.
- (b) If, pursuant to the procedure in clause 8.1(a), two or more candidates have the same number of first preference votes on Register A, the candidate who has the most second preference votes on Register A will be deemed to have the lower index number.
- (c) If the procedure in clause 8.1(b) fails to determine a tie between candidates, the provisions in clause 8.1(b) apply *mutatis mutandis* so that if two or more candidates have the same number of subsequent preference votes on Register A, the candidate who has the most subsequent preference votes will be deemed to have the lower index number.
- (d) If, pursuant to the procedure in clause 8.1(c), two or more candidates have the same number of seventh preference votes on Register A, the Secretary or Election Administrator will determine the candidate deemed to have the lowest index number by Ballot.

### 8.2. Tied votes – Register B

- (a) If, when the points are tallied together pursuant to Clause 7, two or more candidates have the same number of points on Register B, the candidate who has the highest number of first preference votes on Register B will be deemed to have the lower index number.

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- (b) If, pursuant to the procedure in clause 8.2(a), two or more candidates have the same number of first preference votes on Register B, the candidate who has the most second preference votes on Register B will be deemed to have the lower index number.
- (c) If the procedure in clause 8.2(b) fails to determine a tie between candidates, the provisions in clause 8.2(b) apply *mutatis mutandis* so that if two or more candidates have the same number of subsequent preference votes on Register B, the candidate who has the most subsequent preference votes will be deemed to have the lower index number.
- (d) If, pursuant to the procedure in clause 8.2(c), two or more candidates have the same number of seventh preference votes on Register B, the Secretary or Election Administrator will determine the candidate deemed to have the lowest index number by Ballot.

### 8.3. Tied votes – election of First Processor Director

- (a) In the election of the First Processor Director under Article 18.3(f) of the Company's Constitution, if two or more candidates have the same total index number when the index numbers in Register A and Register B are added together, the Secretary or Election Administrator will determine the candidate deemed to have the highest total index number by a Ballot.
- (b) In the election of the First Processor Director under Article 18.3(f) of the Company's Constitution, if there are no candidates who have received an index number in both Register A and Register B, the Secretary or Election Administrator will determine the candidate deemed to have the highest total index number by a Ballot between the Processor Director candidates in Register A and Register B with the index number one.

## 9. Retention of Ballot Papers and envelopes

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The Secretary or Election Administrator will hold the voting papers for two Months after the result of the election is declared, after which they may be destroyed.

## 10. Duplicate Ballot material

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- (a) Applications for duplicate Ballot material may be made by eligible Members who have not received the Ballot material issued to them or have lost or spoiled their Ballot material.
- (b) Applications by a Member under clause 10(a) must:
  - (i) be made in writing,
  - (ii) be received by the Secretary or Election Administrator before the close of the Ballot,
  - (iii) set out the reason for the application and, if practical, be accompanied by any available evidence of the loss, destruction or spoiling of the Ballot material, and
  - (iv) contain a declaration to the effect that:
    - (A) the Member has not voted in the Ballot, and
    - (B) if the Member received the original material, the Member will destroy it or return it to the Secretary or Election Administrator unmarked.



**11. Candidates' statements**

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- (a) Candidates may prepare statements in support of their candidacy for distribution by the Secretary or Election Administrator with the Ballot material.
- (b) A candidate wishing to submit a statement for distribution by the Secretary or Election Administrator must lodge the statement with the nomination and consent to nomination form.
- (c) Statements lodged pursuant to clause 11(a) should state the candidate's experience and qualifications in no more than 100 words.
- (d) The Secretary or Election Administrator must examine the candidates' statements to ensure they comply with these Regulations and request candidates to amend any statements which are not compliant.
- (e) The Secretary or Election Administrator may declare any candidate's statement, which does not comply with this clause 11, ineligible for distribution by the Secretary or Election Administrator with the Ballot material.

**Schedule 2**  
**Company Contributions**

**1. Agreement to pay Company Contributions**

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**1.1. Conditional obligation to pay**

Subject to clause 1.2, each Member must pay to the Company within 14 days of service by the Company of a notification of the amount payable, a Company Contribution fixed by the Board as follows:

- (a) the amount to be paid by each Member to the Company will be paid for such periods as each Member may agree;
- (b) the amounts to be paid by each Member will be calculated as set out below by reference to the monthly return to be lodged by that Member in accordance with clause 1.3;
- (c) the Board will fix a rate, prior to the commencement of each Financial Year, which may be:
  - (i) a fixed or sliding rate per kilo gram of the Hot Carcass Weight of each Animal slaughtered; and/or
  - (ii) a rate by number and type of Livestock slaughtered; and/or
  - (iii) a rate fixed by such other method as the Board in its discretion may determine from time to time,

and the Board may amend and/or vary the rate and/or the method by which the rate is fixed at any time during the rateable year. Different methods and/or rates may be applied by the Board at its discretion in determining the amount payable by each Member to the Company in respect of each Animal;

- (d) the amount payable by the Member will be calculated by the application of that rate to:
  - (i) the Hot Carcass Weight of each Animal slaughtered at all of the Member's Processing Establishments; or
  - (ii) the number and type of Livestock slaughtered by the Member at all the Member's Processing Establishments; or
  - (iii) any other method determined by the Board from time to time in accordance with clause 1.1(c) with respect to Livestock slaughtered at the Member's Processing Establishments,

in each case as the case may be; and

- (e) notification for the purpose of this Schedule may be given in the manner prescribed in Article 29.

**1.2. Condition**

The obligation of each Member to make the payment referred to in clause 1.1 applies to each of the Member's Processing Establishments and is imposed on each Member during the following periods but not otherwise:

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- (a) any period during which the Statutory Levy is set at zero, or legislation has been enacted by way of substitution which has substantially the same effect as setting the Statutory Levy at zero; and
- (b) any period during which the Statutory Levy is set at a figure greater than zero when the Member is able to claim a rebate of that Statutory Levy in an amount equal to any amount paid by the Member to the Company pursuant to the provisions of these Clauses;

### 1.3. Lodge monthly return

Members must lodge a monthly return with respect to the Member's Processing Establishments on or before the 28th day after the end of the Month to which that return relates.

### 1.4. Timing for payment

Within 14 days after the last day for lodgement of the monthly return referred to in clause 1.3, the Member must forward to the Company a copy of the return referred to clause 1.3, and on the basis of that return must pay to the Company the amount determined pursuant to clause 1.1.

### 1.5. Interest on overdue amounts

In the event that a Member fails to make payments to the Company within 14 days of the first day of each Month during the periods referred to in clause 1.1, interest will accrue and be payable by the Member on the amount payable and remaining unpaid, at a rate being two percentage points per annum above the Commonwealth Bank Overdraft Index Rate applicable on the 15th day of the Month during which payment was due, until such time as payment of the amount payable in accordance with clause 1.1, and the interest accrued, is paid by the Member in full.

### 1.6. Failure to lodge return

If a Member does not lodge the monthly return referred to in clause 1.3, the Member must lodge a notice with the Company containing the same information as would otherwise be required for the purposes of that return, and such notice is deemed to be the return for the purposes of clause 1.3.

### 1.7. Failure to lodge return or notice

In the event that a Member does not furnish the Company with a copy of the return referred to in clause 1.3 or the notice referred to in clause 1.6, then:

- (a) the Member must pay to the Company an amount on account of the amount payable by the Member pursuant to this Schedule 2, being an amount:
  - (i) equal to the average of the last three monthly payments paid by the Member pursuant to clause 1.4; or
  - (ii) in the event that the Member has not made three monthly payments to the Company pursuant to clause 1.4, an amount equal to the last monthly payment paid by the Member pursuant to clause 1.4; or
  - (iii) in the event that the Member has not made any payment to the Company pursuant to clause 1.4, an amount equal to the average of the last three monthly Statutory Levy payments made by the Member; or
  - (iv) in the event that the Member has not made three monthly Statutory Levy payments, an amount equal to the amount of the last monthly Statutory Levy payment made by the Member; or

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- (v) an amount equal to 1/12 of the total of the Statutory Levy payments shown on the Member's most recent Annual Production Return (referred to in Schedule 3);
- (b) the Member will allow the Company and/or the duly appointed representatives of the Company access to the Member's premises, and such accounts and books of record which are necessary, to enable the Company to prepare on behalf of the Member, at the expense of the Member, the monthly return referred to in clause 1.3, and in such event the return prepared by the Company will be deemed to be the return for the purposes of this Schedule 2; and
- (c) the Member will forthwith on the receipt of the copy of the return prepared by the Company on behalf of the Member in accordance with clause 1.7(b) pay to the Company any difference between the amount paid pursuant to clause 1.7(a) and the amount calculated by the Company as the amount due by the Member based on the return prepared by the Company on behalf of the Member in accordance with clause 1.7(b). In the event that the amount paid by the Member pursuant to clause 1.7(a) is greater than the amount calculated by the Company as the amount due by the Member based on the return prepared by the Company on behalf of the Member in accordance with clause 1.7(b) the Company will pay to the Member the amount equal to such difference less an amount determined by the Company as the costs to the Company of obtaining access to the Member's premises, accounts and books of records and preparing the return.

### 1.8. Information confidential

Any information furnished by a Member in the return or the notice provided under this Schedule 2 will be confidential to the Company and the Company will not supply or furnish any Member with any information contained in any such return or notice except:

- (a) to the Company's employees, representatives, agents and professional advisers to the extent required in relation to this Schedule 2 and other internal purposes;
- (b) to the extent the information is in the public domain; or
- (c) to the extent required by law or ordered by a court of competent jurisdiction.

Nothing in this clause 1.8 prevents the Company from using such information to commence proceedings against and prosecute a Member including any proceedings related to non-lodgement of the return referred to in clause 1.3 or the notice referred to in clause 1.6 or related to non-payment of any amount due by that Member.

### 1.9. Consequences of failure to provide return

If the Member fails to furnish the Company with a copy of the return referred to in clause 1.3 or the notice referred to in clause 1.6, or the Board on reasonable grounds is dissatisfied with the accuracy of such return or notice, at any time after being requested in writing by the Company to do so the Member must provide the Company with an audited statement at the expense of the Member prepared by an auditor appointed by the Company furnishing the information required for the purposes of the return referred to in clause 1.3.

### 1.10. Appointment of auditor by Company

- (a) The Company may appoint an auditor to monitor, review and report on compliance by a Member with clause 1.
- (b) The Company must give to each Member to be subjected to such compliance audit 14 days prior written notice of such audit, which must include a copy of the document appointing the auditor.

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- (c) The Member must give the auditor full and free access to the Member's premises, accounts, returns and books of record for the purposes of the compliance audit by the auditor.
  
- (d) The Member must also give reasonable assistance to the auditor in the conduct of the compliance audit, including, but not limited to, the production of relevant documents to the auditor, responding to requests for assistance by the auditor and providing the auditor with a suitable place to work at premises of the Member (including access to and assistance with the use of office equipment at the premises, especially a photocopier, but also facsimile, telephone and where available, computer facilities).

### Schedule 3 Annual Production Return

#### 1. Annual Production Return

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- (a) Within 2 months after the end of each Financial Year, the Company may issue to each Member an "Annual Production Return" form which must be completed by the Member and lodged with the Company by the Annual Production Return Date. The Annual Production Return Date will be not less than 14 days after the date of issue by the Company of the Annual Production Return form to the Member.
- (b) In the Annual Production Return, the Member must provide information:
  - (i) regarding the total amount of Statutory Levies, referred to in clause 1(b)(ii) which were paid by the Member in the preceding Financial Year;
  - (ii) the amount of Statutory Levies paid by the Member in the preceding Financial Year for Research and Development purposes and for marketing purposes, according to Livestock, by species, processed by that Member;
  - (iii) which should be included in any Monthly Returns that have not been provided by the Member to the Company in accordance with Article **Error! Reference source not found.**; and
  - (iv) otherwise as the Directors determine from time to time and which is specified in the Annual Production Return.
- (c) If a Member for any reason does not furnish the Company with a copy of its completed Annual Production Return by the Annual Production Return Date, the Member will not be entitled to vote in any ballot or election taken pursuant to Article 18.3 immediately following that Annual Production Return Date.
- (d) Where a Member lodges with the Company a copy of the Annual Production Return and the Board on reasonable grounds is dissatisfied with the accuracy of the information provided in the Annual Production Return (including consistency with any Monthly Returns), the Member must if requested provide the Company with an audited statement (at the expense of the Member) prepared by an auditor appointed by the Company providing the information required for the purposes of the Annual Production Return.
- (e) If the Board remains dissatisfied with the audited statement provided by the Member under clause 1(d), the Company's assessment of the Annual Production Return for that Member will prevail.
- (f) At any time after receiving an Annual Production Return from a Member, the Company may request in writing that the Member provide, and if requested the Member must within a reasonable time provide, further information in relation to any information contained in or required to be disclosed in the Annual Production Return.

#### 2. Compliance Audit

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- (a) The Company may appoint an auditor to monitor, review and report on compliance by Members with this Schedule 3.
- (b) The Company must give to each Member who is subject to a compliance audit 14 days' prior written Notice of such audit, which Notice must include a copy of the document appointing the auditor.

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- (c) The Member must give the auditor full and free access to the Member's premises and Processing Establishments, accounts, returns and books of record for the purposes of the compliance audit.
- (d) The Member must also give reasonable assistance to the auditor in the conduct of the compliance audit, including, but not limited to, the production of relevant documents to the auditor, responding to requests for assistance by the auditor and providing the auditor with a suitable place to work at premises of the Member (including access to and assistance with the use of office equipment at the premises, including photocopier, facsimile, telephone and computer facilities).

### 3. Confidentiality

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Any information furnished by a Member pursuant to this Schedule 3 will be treated as confidential and the Company will not supply or furnish any other Member or third person with any information contained in the Annual Production Return except:

- (a) to the Company's employees, representatives, agents and professional advisers to the extent required in relation to this Schedule 3 and other internal purposes;
- (b) to the extent the information is in the public domain; or
- (c) to the extent required by law or ordered by a court of competent jurisdiction.

Nothing in this clause 3 prevents the Company from using such information to commence against and prosecute a Member including any proceedings related to non-lodgement of the Annual Production Return referred to in clause 1(a) or related to non-payment of any amount due by that Member.

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### Certification

I, ..... )  
hereby certify this document is a true copy of the )  
Constitution approved by Members of Australian )  
Meat Processor Corporation Limited on  
.....2021.

.....  
Director/Secretary

.....  
Name (please print)