CONSTITUTION OF CREST (AUST) LTD

A COMPANY LIMITED BY GUARANTEE

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LAWYERS

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PRELIMINARY

The name of the Company is **CREST (Aust) Ltd**. The Company is a company limited by guarantee. The replaceable rules in the Act do not apply to the Company.

1 INTERPRETATION

1.1 Definitions

In this Constitution unless it is inconsistent with the subject or context in which it is used:

Act means the Corporations Act 2001 (Cth) and the Corporations Regulations 2001 (Cth).

Alternate Director means a person appointed as such under clause 37.

Board means the Directors for the time being of the Company or those of them who are present at a meeting at which there is a quorum.

Chair means, for the purposes of general meetings of the Company, the person determined or appointed in accordance with clause 21 and, for all other purposes, the person appointed in accordance with clause 45.

Chief Executive Officer means an employee of the Company who is appointed to the office of Chief Executive Officer pursuant to clause 38.

Committee means a committee to which powers have been delegated by the Board under clause 47**.**

Company means CREST (Aust) Ltd.

Company Proxy has the meaning given to it in clause 29.4.

Constitution means this constitution as amended from time to time.

Director means a person appointed or elected from time to time to the office of director of the Company in accordance with this Constitution and, where appropriate, includes an Alternate Director (when acting in that capacity) and an Independent Director.

Financial Year means the period 1 July to 30 June.

Independent Director means a person appointed as such under clause 33.3.

Member means a member of the Company and **Membership** has a corresponding meaning.

Members present means Members entitled and present at a general meeting of the Company in person or by their Representative or proxy.

Office means the registered office of the Company.

Register means the register of Members of the Company.

Registered Address means the address at which a Member notifies the Company that the Member will accept service of notices pursuant to clause 11.

Representative means of the individual appointed to represent a Member under clause 10.1.

Secretary means a person appointed as, or to perform the duties of, a secretary of the Company.

Vice-Chair means the person appointed as Vice-Chair in accordance with clause 45.

1.2 General

(a) A word or phrase which is given a special meaning by the Act has the same meaning in this Constitution.

(b) Words in the singular include the plural and vice versa.

(c) Words importing a gender include each other gender.

(d) A reference to the Act or any other statute or regulations or provisions of any of them is to be read as though the words *"as modified or substituted"* were added to the reference.

(e) The headings do not affect the construction of this Constitution.

(f) Writing and written includes printing, typing, lithography, facsimile and other modes of reproducing words in a visible form.

(g) Person and words importing persons include partnerships, corporations and associations, unincorporated and incorporated by ordinance, Act of Parliament or registration as well as individuals.

2 PREAMBLE

2.1 The global information security marketplace increasingly requires reliable professional and high quality security testing services, including provable validation of security testing methodologies and practices. There is also a need for industry qualifications and career paths for participants in the Cyber & Information Security industry.

2.2 The Company has been formed as a not for profit company limited by guarantee to assist in meeting these needs in Australia by providing assessment, accreditation, certification, education and training in Cyber & Information Security for individuals and corporate entities and for promoting the provision of high quality best practice information security and audit services.

3 OBJECTS

The objects of the Company are to represent the Cyber & Information Security industry by:

(a) promoting the application of high quality Cyber & Information Security services;

(b) introducing, maintaining and certifying levels of competency by which companies and individuals will practice Cyber & Information Security services and related work;

(c) introducing, maintaining and keeping a publicly available register of accredited companies who have the resources and experience and who are appropriately qualified to deliver services as defined by the Board;

(d) introducing and maintaining a register of qualified individuals who have successfully demonstrated the competencies determined by the Board;

(e) circulating requisite and appropriate information to accredited companies and qualified individuals;

(f) establishing and monitoring codes of conduct for accredited companies and qualified individuals;

(g) regulating compliance with such codes of conduct;

(h) convening and organising meetings, conferences, lectures and networking opportunities for accredited companies and qualified individuals;

(i) organising and assisting in the provision of courses of instruction, lectures and other educational and professional development activities relevant to the Cyber and Information Security industry;

(j) promoting and representing the interests of the Cyber and Information Security industry;

(k) promoting good practice and standards internationally;

(l) consulting, liaising and working with relevant government agencies (Federal, State and Territory) on Cyber and Information Security Services; and

(m) such other objects as the Members resolve from time to time.

4 MEMBERS' LIABILITY ON WINDING UP

4.1 The liability of Members is limited.

4.2 While a Member, or within one year after ceasing to be a Member, each Member undertakes to contribute such amounts as may be required, not exceeding fifty dollars, to the property of the Company in the event of the Company being wound up for:

(a) payment of the debts and liabilities of the Company; and

(b) payment of the costs, charges and expenses of winding up; and

(c) the adjustment of the rights of the contributories amongst themselves.

5 APPLICATION OF INCOME AND PROPERTY

5.1 The Company will not be carried on for the profit or gain of its individual Members.

5.2 The income and property of the Company is to be applied solely towards the promotion and furtherance of the objects of the Company (refer clause 3) as set out in this Constitution and no part of it is to be paid or transferred directly or indirectly in any way to the Members or any of them except as bona fide compensation for services rendered or expenses incurred on behalf of the Company, including (but not limited to):

(a) in good faith of remuneration to any officers or servants of the Company (other than the Directors); or

(b) to any Member in return for services actually rendered to the Company; or

(c) for goods supplied in the ordinary and usual course of business; or

(d) of interest on money borrowed from any Member; or

(e) of reasonable and proper rent for premises demised or let by any Member; or

(f) for reimbursement of all reasonable expenses incurred by any officers or servants of the Company while engaged on the business of the Company.

6 DISTRIBUTION ON WINDING UP OR AMALGAMATION

6.1 In the event of the Company being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities will be transferred to another organisation with similar objects which:

(a) is not carried on for the profit or gain of its individual members and whose individual members do not profit from that organisation as individual members; or

(b) if and so far as effect cannot be given to the aforesaid provision, then to some charitable organisation.

6.2 In the event of the Company being amalgamated with another entity, if that other entity is not carried on for the profit or gain of its individual members (ie the entity is a non-profit organisation), then the amount that remains after the Company has first paid all of its debts and liabilities will be transferred to that entity and the Company will be treated as being dissolved in accordance with clause 6.1 above.

MEMBERSHIP

7 ADMISSION TO MEMBERSHIP

7.1 The Members of the Company will be admitted pursuant to the provisions of this Constitution.

7.2 The Members of the Company are:

(a) the organisations that consented to become Members in the application for registration of the Company; and

(b) any other organisations that the Board admits to membership in accordance with this Constitution.

7.3 The Board may, from time to time, create different categories of membership and determine the rights and obligations of those different categories.

7.4 Any qualifying organisation (see clause 7.9) that wishes to be admitted as a Member may apply to the Board in writing (in the form determined by the Board from time to time), signed by the applicant and delivered to the Secretary.

7.5 The Members may invite organisations which they believe have the potential to contribute to the Company's activities to apply in writing for membership.

7.6 All applications for membership will be considered by the Board as soon as practical after receipt.

7.7 The Board has an absolute discretion as to whether or not an application should be accepted and the category of membership to which an applicant may be admitted. In no case will the Board be required to give any reason for its decision. If the Board requires further information, determination of the application will be deferred until the information has been supplied.

7.8 An applicant is admitted to Membership if the application is approved by the Board.

7.9 To be a qualifying organisation, an organisation must be one which:

(a) provides services and products to or in the Cyber & Information Security industry in Australia; and

(b) meets the criteria determined by the Board from time to time.

(c) For avoidance of doubt, an organisation includes a corporation, association or other form of legal entity and includes a business operated by a sole proprietor.

8 SUBSCRIPTION FEE

8.1 The Board may, in its absolute discretion, determine the subscription fee payable by the Members (including different subscription fees for different categories of membership).

8.2 Each Member must pay the subscription fee in each Financial Year in which they are registered as Members on the Register or at such other time or times, including by instalments, as the Board may determine.

8.3 Members admitted after 31 December in any Financial Year, will not pay more than one half of the annual subscription, which would otherwise have been payable for the then current Financial Year.

9 UNDERTAKING TO BE BOUND

Each Member undertakes, and acknowledges that it is bound by this Constitution.

10 MEMBER'S REPRESENTATIVE

10.1 Each Member which is an organisation must, by written notice to the Board, appoint an individual who is an executive or employee of that Member (or such other person as is approved by the Board) to act as its Representative in all matters connected with the Company.

10.2 The Representative may exercise on the Member's behalf, all of the powers that the Member could exercise at a meeting or voting on a resolution and the Member is bound by its Representative in all matters and things in its dealings with the Company.

11 REGISTERED ADDRESSES OF MEMBERS

11.1 The Company must maintain a Register containing information required under the Act.

11.2 Each Member must notify the Secretary of an address within Australia to which notices may be served on or delivered to such Member. The Secretary must enter that address in the Register.

11.3 Each Member must notify the Secretary within seven days of any change in the Member's Registered Address. The Secretary must enter any change in the Register.

11.4 If a Member does not have a Registered Address within Australia, the Registered Address of that Member is taken to be at the Office.

CESSATION OF MEMBERSHIP

12 RESIGNATION OF A MEMBER

12.1 A Member may at any time, by giving notice in writing to the Secretary, resign as a Member. The resignation will be effective one month from the date of receipt of the notice by the Secretary.

12.2 A Member so resigning will be liable for payment of the subscription fee for the Financial Year in which the resignation becomes effective.

12.3 When the resignation of a Member becomes effective, that Member's name must be removed from the Register.

13 CESSATION OF MEMBERSHIP

A Member's membership ends:

(a) if the Member resigns, at the time specified under clause 12;

(b) if the Member no longer has any officers or employees who hold accreditation from the Company, at the time specified by the Board;

(c) if the Member fails to pay its subscription fee or any other monies owed by it to the Company, at the time specified by the Board. The Board may, however, at its discretion, reinstate the Member if the Member pays all such monies at a later time;

(d) if the Member becomes subject to any form of insolvency administration, at the time specified by the Board: or

(e) If clause 14 applies, at the time determined under that clause.

14 MISCONDUCT OF A MEMBER

14.1 If any Member:

(a) is in breach of the provisions of this Constitution; or

(b) commits any act or omission which, in the opinion of the Board is unbecoming of a Member, or prejudicial to the interest of the Company,

the Board may censure, suspend, or expel the Member from the Company and may remove the Member's name from the Register.

14.2 The Board must not expel a Member under clause 14.1 unless:

(a) at least twenty one days' notice has been given to the Member stating the date, time and place at which the resolution of expulsion of that Member is to be considered by the Board, and the nature of the alleged misconduct; and

(b) the Member is given the opportunity of giving to the Board, orally or in writing, any explanation concerning the alleged misconduct as the Member thinks fit.

15 SUSPENSION OF A MEMBER

If the Board receives complaints from third parties that receive accreditation and training services provided by a Member, the Board may, in its absolute discretion, suspend the Member's membership on such terms and conditions and for such a period or periods as the Board determines and the Board will not be required to give reasons for the suspension.

16 CONSEQUENCES OF CESSATION

16.1 Any Member ceasing to be a Member for any reason is to remain liable for all money (if any) including subscription fees owing to the Company at the time of such cessation of membership.

16.2 Unless the Board in special circumstances otherwise determines, Members ceasing to be Members will not be entitled to have any claim on any portion of the property or assets of the Company arising from membership and will not be entitled to the return of any money paid to the Company in connection with membership.

GENERAL MEETINGS

17 GENERAL MEETINGS

17.1 The Company must hold its first general meeting within 18 months after its incorporation.

17.2 With the exception of the first general meeting of the Company, the Company must, at least once in each calendar year and within the period of five (5) months after the expiration of each Financial Year of the Company, convene an annual general meeting of its Members.

17.3 Business to be transacted at the annual general meeting must include the consideration and approval of the income and expenditure account and balance sheet and the ordinary reports of the Board of Directors and auditors and other documents required by law to be annexed to the balance sheet, the election of Directors, the appointment of auditors and the fixing of their remuneration.

17.4 Subject to law, the Board must, on request of Members with not less than 5% of the total membership votes or 100 Members, (whichever is the lesser), convene a general meeting of the Company.

18 NOTICE OF GENERAL MEETING

18.1 A notice of a general meeting must specify the place and time of the general meeting, the general nature of the business to be transacted at the general meeting and any other matters required by the Act.

18.2 The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that general meeting.

19 QUORUM

Not less than 4 Members present constitute a quorum for a general meeting. No business may be transacted at any general meeting unless a quorum is present at the commencement of the general meeting.

20 ADJOURNMENT IN ABSENCE OF QUORUM

If there is not a quorum at a general meeting within 30 minutes after the time specified in the notice of general meeting, the general meeting is dissolved, unless the Board adjourns the general meeting to a date, time and place determined by it. If no quorum is present at any adjourned general meeting within 30 minutes after the time for the general meeting, the general meeting is dissolved.

21 CHAIR OF GENERAL MEETINGS

21.1 The Chair (see clause 45) may chair every general meeting. If at any general meeting the Chair is not present at the time specified for holding the meeting, the Vice-Chair may chair the general meeting.

21.2 For any general meeting, if:

(a) a Chair or a Vice-Chair has not been elected as provided by 45;

(b) the Chair and the Vice-Chair are not present within 30 minutes after the appointed time for the holding of the general meeting; or

(c) the Chair and/or Vice Chair are present but are unwilling to chair the general meeting,

a Member elected by a majority of the Members present may chair the general meeting.

22 GENERAL CONDUCT OF GENERAL MEETINGS

22.1 The general conduct of each general meeting of the Company and the procedures to be adopted at the general meeting are as determined at, during or prior to the general meeting by the Chair.

22.2 If at any time the Chair considers it necessary or desirable for the proper and orderly conduct of the general meeting, the Chair may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the general meeting and require the business, question, motion or resolution to be put to a vote of the Members present.

22.3 The Chair may require the adoption of any procedures which are in the Chair's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

22.4 Any determination by the Chair in relation to matters of procedure or any other matter arising directly or indirectly from the business is final. Any challenge to a right to vote (whether on a show of hands or on a poll) may only be made at the general meeting and may be determined by the Chair whose decision is final.

23 MEMBERS RESOLUTION IN WRITING

23.1 A resolution in writing signed by Members entitled to vote on the resolution (not being less than the number required for a quorum at a general meeting of the Members) is a valid resolution of the Members.

23.2 The resolution may consist of several documents in the same form, each signed by one or more of the Members.

23.3 A facsimile transmission or other document produced by mechanical or electronic means under the name of a Member with the Member's authority is considered to be a document in writing signed by the Member.

24 ADJOURNMENT

24.1 During the course of a general meeting the Chair may adjourn the general meeting or any business, motion, question or resolution being considered or remaining to be considered by the general meeting or any debate or discussion either to a later time at the same general meeting or to an adjourned general meeting.

24.2 If the Chair exercises a right of adjournment of a general meeting under this clause 24, the Chair has the sole discretion to decide whether to seek the approval of the Members present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members present in respect of the adjournment.

24.3 No business may be transacted at any adjourned general meeting other than the business left unfinished at the general meeting from which the adjournment took place.

25 VOTING

25.1 Each proposed resolution submitted to a general meeting is to be decided in the first instance by a show of hands of the Members present and entitled to vote, unless a poll is demanded.

25.2 In the case of an equality of votes, the Chair has, both on a show of hands and at a poll, a casting vote in addition to the vote or votes to which the Chair may be entitled as a Member or as a proxy, or duly appointed Representative of a Member. Unless a poll is demanded, a declaration by the Chair that a resolution has been passed or lost is conclusive.

26 WHEN A POLL MAY BE DEMANDED

A poll may be demanded by a Member in accordance with the Act (and not otherwise) or by the Chair. No poll may be demanded on the election of the Chair of a meeting or, unless the Chair otherwise determines, the adjournment of a meeting. The demand for a poll may be withdrawn.

27 TAKING A POLL

27.1 If a poll is demanded as provided in clause 26, it is to be taken in the manner and at the time and place as the Chair directs, and the result of the poll is the meeting's resolution on which the poll was demanded. Any challenge to the admission or rejection of a vote may only be made at the meeting and may be determined by the Chair, whose decision is final.

27.2 A demand for a poll does not prevent the continuation of a meeting for the transaction of any business other than the resolution on which a poll has been demanded. A poll demanded on any resolution of adjournment, and allowed by the Chair, is to be taken at the meeting and without adjournment.

VOTES OF MEMBERS

28 VOTING RIGHTS FOR GENERAL MEETINGS

Subject to clauses 30 and 32, Members present will have the right to vote on questions arising at the general meeting as follows:

(a) each Member present has one (1) vote;

(b) on a show of hands, votes must be cast personally or by proxy; and

(c) in the case of an equality of votes on a question at a general meeting, the Chair of the meeting is entitled to exercise a second or casting vote.

29 PROXIES

29.1 A Member who is entitled to attend and cast a vote at a meeting of the Company may appoint a person as a proxy to attend and vote for the Member in accordance with the Act. A proxy appointed to attend and vote in accordance with the Act may exercise the rights of the Member on the basis of and subject to the restrictions provided in the Act.

29.2 A form of appointment of a proxy is valid if it is in accordance with the Act or in any form which the Board may prescribe or accept.

29.3 Any appointment of a proxy under clause 29.2 which is incomplete may be completed by the Secretary on the authority of the Board and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

29.4 Voting instructions given by a Member to a Director or employee of the Company who is appointed as proxy (**Company Proxy**) are valid only if contained in the form of appointment of the Company Proxy or, in the case of new instructions or variations to earlier instructions, if received at the Office 48 hours before the meeting or adjourned meeting by a notice in writing signed by the Member.

30 VALIDITY OF VOTE

30.1 The validity of any resolution is not affected by the failure of any proxy to vote in accordance with instructions (if any) of the appointing Member.

30.2 A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding the previous death or mental incapacity of the appointing Member or revocation of the instrument of proxy, provided no notice in writing of the death, mental incapacity or revocation has been received at the Office before the meeting or adjourned meeting at which the vote is cast.

30.3 A proxy is not revoked by the appointing Member attending and taking part in the meeting, unless the appointing Member actually votes at the meeting on the resolution for which the proxy is proposed to be used.

31 BOARD TO ISSUE FORMS OF PROXY

31.1 The Board may issue with any notice of general meeting of Members forms of proxy for use by the Members. The form may be in the form set out in the schedule with such modifications as the Board may determine.

31.2 Each form may include the names of any of the Directors or of any other persons willing to act as proxies. Where the form does not contain the name of a proxy and is not completed by the Secretary in accordance with clause 29.3, the form is not for that reason to be invalid and is to be taken to be given in favour of the Chair of the general meeting.

31.3 The forms may be worded so that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed.

32 RIGHTS OF MEMBER INDEBTED TO COMPANY

Unless all sums presently payable by any Member to the Company have been paid such Member may not, unless the Board otherwise determines, be entitled to vote at a general meeting either personally or by representative, proxy or as representative, proxy for another Member or to exercise any privilege as a Member.

DIRECTORS OF THE BOARD

33 NUMBER AND ELECTION OF DIRECTORS TO THE BOARD

33.1 The number of Directors:

(a) initially appointed to the Board will be a minimum of four persons and their names will be set out in the application for incorporation; and

(b) from the first annual general meeting, will be:

(i) not more than 5 Directors elected by the Members in accordance with clause 33.2; and

(ii) not less than 1 and not more than 3 Independent Directors appointed by the elected Directors under clause 33.3.

33.2 The election of Directors to the Board is to be conducted as follows:

(a) Only an officer or employee of a Member may be elected as a Director;

(b) Nominations of persons eligible for election to the Board may be made by Members either in writing to the Secretary at least two (2) working days before the general meeting or, where insufficient nominations have been received, nominations will be taken during the general meeting;

(c) If the number of nominated candidates is equal to or less than the number of available positions then the nominated candidates are automatically elected as Directors;

(d) If the number of candidates is more than the number of positions available then an election will be held by Members and:

(i) the candidate receiving the greatest number of votes will be deemed elected to a position; and

(ii) the candidate receiving the second greatest number of votes will be deemed elected to a position and so on until all of the available positions have been filled; and

(iii) in the event of an equality of votes in respect of any position, then candidates who have not received an equality of votes are to be excluded and further ballots will be held between those candidates who received an equality of votes until the required number of candidates is elected;

(e) Members present are only entitled to vote in the election of Directors to the Board; and

(f) Eligible Members present must cast a vote for all vacant Director positions and may not cast more than one vote for any one nominee. Failure to comply with this clause 33.2(f) will result in that Member's vote or votes being invalid and will not be counted for the purpose of the election.

33.3 The Board must appoint at least 1 and not more than 3 Independent Directors, subject to clause 33.4 and otherwise on such terms and conditions as the Board determines. The Board will determine the criteria and qualifications for appointment as an Independent Director including that the individual not be:

(a) an officer or employee of a Member;

(b) accredited by the Company.

33.4 An Independent Director will hold office for a three year term.

33.5 Subject to the remainder of this clause 33, the elected Directors will hold office for a three year term.

33.6 One third of the elected Directors will retire at each annual general meeting and will be eligible for re-election. If the number of Directors in office at the relevant time is an even number, one third of those Directors less one will retire.

33.7 In determining the elected Directors who are to retire from office under this clause:

(a) a Director appointed to fill a casual vacancy will be the first person to be counted;

(b) in the first 2 annual general meetings after incorporation, the Board will agree as to which Directors will retire and, failing agreement, will draw lots to determine who is to retire at each general meeting;

(c) thereafter Directors who have been longest in office since their last election will retire;

(d) if some or all of the required number of Directors to retire cannot be determined as above, those to retire will be determined by lot; and

(e) any retiring Director will be able to offer themselves for re-election.

33.8 Each Director is entitled to one (1) vote at meetings.

33.9 In the event of a casual vacancy in the elected Directors occurring on the Board, the Board may appoint a person who is an officer or employee of a Member of the Company to fill the vacancy and the Member so appointed is to hold office, subject to these provisions, until the conclusion of the next annual general meeting following the date of the appointment.

33.10 A person other than a retiring Director is not eligible for election as a Director at a general meeting unless the person has at the meeting or in writing signed by that person indicated his or her willingness to be nominated. Former member directors are eligible for independent Director roles

33.11 Quorum for Board Meetings

(a) A Board Meeting cannot validly convene or transact business unless a quorum is present;

(b) a quorum is achieved when two or more directors then in office are present, either in person or via electronic communication;

(c) if a quorum is not present at the start of a Board Meeting, the meeting shall be adjourned to a time and place determined by the directors present;

(d) no business may be conducted until a quorum is reached;

(e) any resolution passed without a quorum is null and void;

(f) electronic participation is considered equivalent to physical presence for establishing a quorum;

34 MATERIAL PERSONAL INTERESTS

34.1 A Director is not disqualified from office by contracting with the Company, or any related body corporate of the Company, in any capacity by reason of holding the office of Director.

34.2 In relation to a contract or arrangement in which a Director has a material personal interest:

(a) the fact that the Director signed the document on behalf of the Company evidencing the contract or arrangement will not in any way affect its validity; and

(b) a contract or arrangement made by the Company or any related body corporate with a Director may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it.

34.3 Subject to clause 34.4, a Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of his or her interest.

34.4 Subject to the Act, a Director with a material personal interest in a matter that relates to the affairs of the Company is not required to give notice in the following circumstances:

(a) if all of the following conditions are met:

(i) the Director has already given notice of the nature and extent of the interest and its relation to the affairs of the Company;

(ii) if a person who was not a Director at the time the notice was given is appointed as a Director, the notice is given to that person; and

(iii) the nature or extent of the interest has not materially increased above that disclosed in the notice; or

(b) if the Director has given a standing notice of the nature and extent of the interest in accordance with the Act and that standing notice is still effective in relation to the interest; or

(c) as otherwise permitted under the Act.

34.5 Notices of material personal interest given by Directors must:

(a) give details of the nature and extent of the Director's interest and the relation of the interest to the affairs of the Company;

(b) be given at a Directors' meeting as soon as practicable after the Director becomes aware of their interest in the matter; and

(c) be recorded in the minutes of the Directors' meeting at which the notice is given.

34.6 A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not be present while the matter is being considered at the meeting or vote on the matter, except in the following circumstances:

(a) if the material personal interest is a matter that is not required to be disclosed under this clause 34 or under the Act; or

(b) if the Directors who do not have a material personal interest in the matter have passed a resolution that:

(i) identified the Director, the nature and the extent of the Director's interest in the matter and its relation to the affairs of the Company; and

(ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present; or

(c) as otherwise permitted under the Act.

34.7 Nothing in this clause affects the duty of a Director who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Director's duties or interests as a Director, to declare at a meeting of Directors, the fact and the nature, character and extent of the conflict, or to comply with the Act.

35 DIRECTORS MAY LEND TO THE COMPANY

Any Director may lend money to the Company at interest with or without security or may, for a commission or profit, guarantee the repayment of any money borrowed by the Company or underwrite or guarantee the subscription of shares or securities of any corporation in which the Company may be interested without being disqualified in respect of the office of Director and without being liable to account to the Company for the commission or profit.

36 TERMINATION OF OFFICE OF DIRECTOR

The office of a Director is terminated on:

(a) the Director and his or her Alternate Director (if the Director has appointed an Alternate Director) being absent from three consecutive meetings of the Board without the Board resolving to grant leave of absence, within 14 days of having been served by the Secretary with a notice giving particulars of the absence;

(b) the Director resigning office by giving twenty eight (28) days' notice in writing to the Company Secretary;

(c) the Director being removed from office under the Act;

(d) the Director being removed from office by resolution passed in general meeting of the Company at any time, subject to the Act;

(e) the Director being prohibited from being a Director by reason of the operation of the Act;

(f) the Director becoming bankrupt or subject to any form of bankruptcy administration;

(g) in the case of an Independent Director, on expiration of their term of appointment;

(h) the Director no longer being engaged as an officer of, or employed by, the Member which nominated the Director; or

(i) the Member which nominated the Director ceasing to be a Member.

ALTERNATE DIRECTORS

37 DIRECTOR MAY APPOINT ALTERNATE DIRECTOR

37.1 Subject to this Constitution, each Director may appoint any person to act as an Alternate Director in the Director's place, either for a stated period or until the happening of a specified event, whenever by absence or illness or otherwise the Director is unable to attend to duties as a Director.

37.2 The appointment must be in writing and signed by the Director and a copy of the appointment must be given to the Secretary at the Office or to a Directors' meeting. The appointment takes effect at any future time specified in the instrument of appointment.

37.3 The following provisions apply to any Alternate Director:

(a) subject to the Act, the appointment of the Alternate Director is terminated or suspended on receipt by the Secretary at the Office of notice in writing from the Director that appointed the Alternate Director;

(b) the Alternate Director is entitled to receive notice of meetings of the Board and to attend and vote at the meetings if the Director that appointed the Alternate Director is not present;

(c) the Alternate Director is entitled to exercise all the powers (except the power to appoint an Alternate Director) and perform all the duties of a Director, to the extent the Director that appointed the Alternate Director has not exercised or performed them or they have not been limited by the instrument appointing the Alternate Director;

(d) the Alternate Director is not, unless the Board otherwise determines, (without affecting the right to reimbursement for expenses under clause 5.2(f)) entitled to receive any remuneration as a Director from the Company, and any remuneration (not including remuneration authorised by the Board or reimbursement for expenses) paid to the Alternate Director by the Company is to be deducted from the remuneration of the Director that appointed the Alternate Director;

(e) the office of the Alternate Director is terminated on the death of, or termination of office by, the Director that appointed the Alternate Director; and

(f) the Alternate Director is, while acting as a Director, responsible to the Company for the Alternate Director's own acts and defaults and is not to be considered the agent of the Director that appointed the Alternate Director.

CHIEF EXECUTIVE OFFICER

38 POWER TO APPOINT CHIEF EXECUTIVE OFFICER

38.1 The Board may appoint a person to the office of Chief Executive Officer for such period and on the terms as it thinks fit. Subject to the terms of any agreement entered into in a particular case, the Board may at any time revoke any such appointment.

39 REMUNERATION

The Chief Executive Officer may, subject to the Act and the terms of any agreement between the Chief Executive Officer and the Company, receive remuneration as the Board decides.

40 DELEGATION OF POWERS TO CHIEF EXECUTIVE OFFICER

40.1 The Board may, on the terms and conditions and with any restrictions as it thinks fit, confer on the Chief Executive Officer any of the powers exercisable by it.

40.2 Any powers so conferred may be concurrent with the powers of the Board.

SECRETARY AND OTHER OFFICERS

41 SECRETARY

41.1 The Secretary holds office on the terms and conditions, as to remuneration and otherwise, as the Board decides (but subject to this Constitution).

41.2 The Secretary may be the same person as the Chief Executive Officer.

41.3 The Board may at any time terminate the appointment of a Secretary.

PROCEEDINGS OF MEETINGS OF DIRECTORS (BOARD)

42 PROCEDURES RELATING TO DIRECTORS' MEETINGS

42.1 The Board may meet, adjourn and otherwise regulate its meetings as it thinks fit.

42.2 A Board meeting must be convened at least once every two months (2) months.

42.3 Until otherwise determined by the Board, majority of the Board of Directors forms a quorum.

42.4 The Board may at any time, and the Secretary must, on the request of any two Directors, convene a Board of Directors' meeting.

42.5 Notice of a Board of Directors' meeting may be given by mail (electronic or otherwise), personal delivery, facsimile transmission to the usual place of business or residence of the Director or at any other address given to the Secretary by the Director or by any technology agreed by the Board.

43 MEETINGS BY TELEPHONE OR OTHER MEANS OF COMMUNICATION

43.1 The Board may meet either in person or by telephone or by using any other technology consented to by all the Directors. Consent may be a standing one. A Director may only withdraw consent within a reasonable period before the meeting.

43.2 A meeting conducted by telephone or other means of communication is taken to be held at the place agreed on by the Directors attending the meeting if at least one of the Directors present at the meeting was at that place for the duration of the meeting.

44 VOTES AT MEETINGS

44.1 Proposed resolutions arising at any Directors' meeting are decided by a majority of votes. In the case of an equality of votes, the Chair has a second or casting vote.

44.2 A Director with a material personal interest in a matter that is being considered at a Directors' meeting may be counted in a quorum and, subject to this Constitution and the Act, may vote on the matter.

45 CHAIR AND VICE-CHAIR OF DIRECTORS

45.1 The Board must elect a Chair from among the Independent Directors of the Company.

45.2 The Board must elect a Vice-Chair from among the Directors of the Company.

45.3 The Chair may chair every meeting of the Board. If at any meeting the Chair is not present at the time specified for the holding of the meeting, Vice-Chair may chair the meeting. If at any meeting both the Chair and Vice-Chair are not present at the time specified for the holding of the meeting, the Directors present may choose one of their number to chair that meeting.

45.4 The Chair and Vice-Chair are appointed each annual general meeting and hold office until the next annual general meeting.

45.5 In the event of the Chair being unable to carry on the duties of his or her office, resigning or becoming ineligible, the Vice Chair will act as the Chair until another Chair is appointed.

46 POWERS OF MEETINGS

A Directors' meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors.

COMMITTEES

47 OTHER COMMITTEES

47.1 The Board may delegate any of its powers to a Committee consisting of a Director or Directors or any other person or persons as the Board thinks fit. Any Committee formed, or person or persons appointed to the Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

47.2 The meetings and proceedings of any Committee are to be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board under clause 47.1.

48 VALIDITY OF ACTS

All actions at any Directors' meeting or by a Committee or any person acting as a Director or Chief Executive Officer are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or the person acting as a Director or that any of them were disqualified, valid as if every person had been duly appointed and was qualified and continued to be a Director or a Member of the Committee.

49 RESOLUTION IN WRITING

A resolution in writing signed by all the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a Directors' meeting) is a valid resolution of the Board. The resolution may consist of several documents in the same form, each signed by one or more of the Directors. For the purposes of this clause the references to Directors include any Alternate Director for the time being present in Australia who is appointed by a Director not for the time being present in Australia, but does not include any other Alternate Director. A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered to be a document in writing signed by the Director.

POWERS OF THE BOARD

50 GENERAL POWERS OF THE BOARD

The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Act do not require to

be exercised by the Company in general meeting. In managing the Company, the Board will determine an annual business plan and in executing that plan make decisions on the management of the Company pursuant to and consistent with the strategic agenda as determined by the general meeting(s) of the Company.

51 POWER TO BORROW AND GUARANTEE

Without limiting the generality of clause 50, but subject to clause 5 and the remainder of this Constitution, the Board may exercise all the powers of the Company to raise or borrow money, may guarantee the debts or obligations of any person and may enter into any other financing arrangement, in each case in the manner and on the terms it thinks fit.

52 POWER TO GIVE SECURITY

Without limiting the generality of clause 50, but subject to clause 5 and the remainder of this Constitution, the Board may charge any property or business of the Company and may issue debentures for a debt, liability or obligation of the Company or of any other person, in each case in the manner and on the terms it thinks fit.

53 PERSONAL LIABILITY OF OFFICER

If any Director or any officer of the Company is or may become personally liable for the payment of any sum which is or may become primarily due from the Company, the Board may charge the whole or any part of the assets of the Company by way of indemnity to secure the Director or officer from any loss in respect of the liability.

54 LOCATION OF RECORDS

The financial records of the Company are to be kept at the Office or at such other place or places as the Board think fit, and must always be open to the inspection of the Board.

55 INSPECTION OF BOOKS

Except as otherwise required by the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the books of the Company or any of them will open for inspection by Members other than Directors.

MINUTES AND REGISTERS

56 MINUTES TO BE MADE

56.1 The Board must cause minutes to be made of:

(a) the names of the Directors present at all general meetings, Board meetings and committee meetings;

(b) all proceedings and resolutions of general meetings, board meetings and committee meetings;

(c) all appointments of officers;

(d) all orders made by the Board and committees; and

(e) all disclosures of interest made pursuant to clause 34.5.

56.2 The minutes must be signed by the Chair of the meeting.

56.3 The Company must keep all registers required by the Act.

NOTICES

57 SERVICE OF NOTICES

57.1 A notice may be given by the Company to any Member personally:

(a) by leaving it at the Member's Registered Address;

(b) by sending it by prepaid post to the Member's Registered Address or an alternative address nominated by the Member;

(c) by sending it to the fax number or electronic address nominated by the Member; or

(d) by other electronic means determined by the Board.

57.2 If the notice is signed, the signature may be original or printed.

58 WHEN NOTICE TAKEN TO BE SERVED

Any notice sent by post is taken to have been served at the expiration of the next Business Day after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Member personally or left at the Member's Registered Address is taken to have been served when delivered. Any notice served on a Member by facsimile transmission is taken to have been served when the transmission is sent.

59 MEMBER NOT KNOWN AT REGISTERED ADDRESS

Where a Member does not have a Registered Address or where the Company has a reason in good faith to believe that a Member is not known at the Member's Registered Address, all future notices are taken to be given to the Member if the notice is exhibited in the Office for a period of 48 hours (and is taken to be duly served at the commencement of that period) unless and until the Member informs the Company of a registered place of address.

60 CALCULATION OF PERIOD OF NOTICE

Where a given number of days' notice or notice extending over any other period is required to be given the day of service is not to be counted in the number of days or other period.

61 NATURE OF INTERESTS

No Member may transfer any interest in the Company, without the approval of the Board.

INDEMNITY

62 INDEMNITY OF OFFICERS

62.1 The Company is to indemnify each officer or former officer of the Company out of the assets of the Company to the relevant extent against any liability

incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer.

62.2 Where the Board considers it appropriate, the Board may execute a documentary indemnity in any form in favour of any officer of the Company.

62.3 Where the Board considers it appropriate, the Company may:

(a) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Company against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer; and

(b) bind itself in any contract or deed with any officer of the Company to make the payments referred to in clause 62.3(a).

62.4 In this clause:

(a) **officer** means:

(i) a Director, Secretary, Chief Executive Officer or employee; and

(ii) a person appointed as a trustee by, or acting as a trustee at the request of the Company, and includes a former officer.

(b) duties of the officer include:

in any particular case where the Board considers it appropriate, duties arising by reason of the appointment or nomination of an officer by the Company to any other corporation.

(c) to the relevant extent means:

(i) to the extent the Company is not precluded by law from so doing;

(ii) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, in particular, an insurer under any insurance policy); and

(iii) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.

(d) liability means:

all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

62.5 The amount of any indemnity payable under clause 62.1 will include an additional amount **(GST Amount)** equal to any GST payable by the officer being indemnified **(Indemnified Officer)** in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

We, being the persons whose names appear below consent to become a member of the Company and to be bound by the Constitution for the Company and subject to the provisions of the Act.

Signature of Consenting Member:

Executed by **CONTEXT INFORMATION SECURITY LIMITED ABN 73 148 201 727** in accordance with section 127 of the Corporations Act 2001:)))))

Name:
Signature of Director/Secretary

Name:
Signature of Director

Executed by **NCC GROUP PTY LTD**)
TRADING AS NGS SECURE PTY LTD)
ABN 83 119 804 802 in accordance with)
section 127 of the Corporations Act)
2001:)

Name:
Signature of Director/Secretary

Name:
Signature of Director

Executed by **DATACOM TECHNICAL SECURITY SERVICES PTY LTD ACN 151 241 253** in accordance with section 127 of the Corporations Act 2001:)

Name:
Signature of Director/Secretary

Name:
Signature of Director

SCHEDULE 1

FORM 1 – APPOINTMENT OF PROXY

CREST (Aust) Ltd

I …….. of address....., a CREST (Aust) Ltd hereby appoint .....to act as proxy for me at (*tick whichever applies*):

☐ the company meeting on ……

☐ all company meetings.

I authorise this proxy to demand a poll on my behalf and *(tick all that apply, and strike through any inapplicable instruction)*:

☐ vote for/against/abstain on my behalf in the resolution to ……..……

☐ vote for/against/abstain on my behalf in the resolution to ……..……

☐ vote for/against/abstain on my behalf in the resolution to ……..……

☐ vote for/against/abstain on my behalf in the resolution to ……..……

☐ vote for/against/abstain on my behalf in the resolution to ……..……

☐ vote for/against/abstain on my behalf in the resolution to ……..……

☐ vote on my behalf in any other resolution.

I hereby revoke any previous appointments to the extent that they cannot be validly exercised in conjunction with this appointment.

_____ _____

Signed Date

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