Constitution

of

WellTogether101 Foundation Limited

A Company Limited by Guarantee not having Share Capital

Date: 15 April 2026

5/53-55 Gladesville Rd,
Hunters Hill NSW 2110

ACN: 697 159 425

Overview

This is the Constitution of WellTogether101 Foundation Limited.

The Company is a company limited by guarantee. The liability of its members is limited to the amount they have agreed to pay in the guarantee. The Company must always have at least one member and three directors. The Company has a Gift Fund.

The Constitution sets out the basis on which the Company is to be managed. Nothing in the Constitution is intended to derogate from the Corporations Act. That Act:

- imposes many obligations on the Company which are not reproduced in this Constitution; and
- overrules anything in this Constitution to the extent that they are inconsistent.

This Constitution replaces the replaceable rules in the Corporations Act. Words used in the Constitution which have a meaning in the Corporations Act have the same meaning in this Constitution (unless expressly stated otherwise).

Table of Contents

Constitution of WellTogether101 Foundation Limited

A Company's Name, Objects, and Powers

Name of the Company

1 The name of the Company is WellTogether101 Foundation Limited.

Objects

2 WellTogether101 Foundation Limited's objects are maintained exclusively for charitable purposes and are to provide benevolent relief to Australians suffering from long-term and acute illnesses, including but not limited to cancer, and any person who faces financial hardship, is impoverished, elderly persons, disabled, marginalised or a victim of violence, with any and all of the following:

2.1 Operate health and well-being hubs that support people with cancer and other chronic illnesses, including acute mental health problems, and those suffering or traumatised by domestic violence, coercive control, marginalised individuals, or any person who needs medical or healthcare and are unable to receive such care due to lack of finances, or lack of health literacy, and provide such care/support through qualified doctors and healthcare professionals, first responders or facilitators who are able to relieve distress, despair, misfortune and suffering in their lives;

2.2 Provide funds for community support groups, medical care, pharmaceuticals, therapy, wound care, hospitalisations, transport, emergency accommodation, food and essentials to vulnerable, elderly persons, disabled, ill and persons in need, and;

2.3 Undertake any project or service that provides benevolent relief and services to in-need persons, including collaborating or engaging with local healthcare providers, governments and other registered not-for-profit organisations to deliver our services, and further the objectives of the company.

Powers

3 The Company has:

3.1 the legal capacity and powers of an individual; and

3.2 all the powers of a body corporate (other than the power to issue shares).

4 However, the Company has those capacities and powers only to the extent:

4.1 necessary, or convenient, to carry out the Company's objects; or

4.2 incidental to carrying out those objects.

B Member's Liability and Guarantee

Liability of Members

5 The liability of each Member is limited to the amount of the guarantee set in clause 6.

Guarantee by Members

6 If the Company is wound up while a person is a Member (or within one year after they stop being a Member) then that person must contribute up to $10 to the Company for:

6.1 payment of the Company's debts and liabilities incurred before that person ceased to be a Member;

6.2 payment of the costs, charges, and expenses of winding-up the Company; and

6.3 adjustment of the rights of the contributories among themselves.

C How the Company's income and property are to be applied

For the Company's objects

7 All of the Company's income and property must be applied solely towards the promotion of the Company's objects and be applied exclusively for charitable purposes as set out in clause 2.

No dividends etc. to Members

8 With the exception of matters as set out in clause 9 and clause 10, the Company may not pay, or transfer, any of its income or property — directly or indirectly — by way of dividend, bonus or otherwise to any person who is or has been a Member and/or Director.

Remuneration and expenses for Members allowed

9 Regardless of clause 8, the Company may pay remuneration in good faith to any Member, Director, officer, or employee of the Company in return for any good or services they provide to the Company in the ordinary and usual course of business.

10 The Board may authorise the repayment of any expenses a Member and/or Director incurs for the Company, or in connection with performing their duties for the Company.

Payments to directors: restrictions, remuneration, expenses

11 The Company is not permitted to pay any fees and/or remuneration to a Director for services rendered in the capacity as a Director, and any expenses reimbursed or paid must be on reasonable commercial terms and the Board must first have:

11.1 consented to the Director paying those expenses; and

11.2 resolved to approve the amount of the payment.

12 If the Company is to pay any remuneration to a Director for services rendered in their capacity as an employee of the Company, then the Board must first resolve to approve the terms of that employment.

13 The Board may authorise the repayment of any expenses a Director incurs for the Company, or in connection with performing their duties for the Company.

Loans and leases from Members

14 The Company may pay:

14.1 interest on money borrowed from any Member; and

14.2 reasonable and proper rent for premises a Member leases to the Company.

15 For the purposes of clause 14, if a Member pays a liability of the Company, or a deposit, bond, or other security for the payment of fees and charges levied under the Constitution, then that payment will not be characterised as a loan from the Member.

D Tax Deductible Gift Fund

Maintaining a Gift Fund

16 If the Australian Taxation Office endorses the gift fund of the Company as a “deductible gift recipient” under subdivision 30-BA of the *Income Tax Assessment Act* 1997 (**Tax Act**), then the Company must maintain a gift fund:

16.1 called the **“WellTogether101 Foundation Limited” (Gift Fund)**; and

16.2 that complies with section 30-130 of the Tax Act.

Accounting procedures for the Gift Fund

17 The Company must manage the Gift Fund as follows:

17.1 All gifts of money or property and contributions in relation to fundraising events for the Company's objects must be paid into the Gift Fund;

17.2 The Gift Fund must be credited with any money received because of such gifts or contributions, including interest and the proceeds from the sale of such property;

17.3 The Gift Fund must not receive any other money or property;

17.4 The Gift Fund must be used only for the Company's objects;

17.5 Receipts for amounts paid into the Gift Fund must be issued in the name of the Gift Fund; and

17.6 Proper accounting records and procedures must be kept and used for the Gift Fund.

Winding up of Gift Fund

18 If the Gift Fund is wound up or if the endorsement of the Gift Fund as a “deductible gift recipient” is revoked, then any surplus assets of the Gift Fund remaining after any liabilities attributed to it are satisfied, must be transferred to a fund, authority or institution to which income tax deductible gifts may be made.

E Fees imposed by the Company

Setting fees

19 The Board may prescribe a cost payable by Members by way of Membership fees and any other fees the Board thinks fit.

20 The Company must and the Board must ensure that they prohibit distributions to its Members and paying fees to its directors.

21 The Board must give Members at least one month's notice of any increase in the fees, or of a change in the due date for fees payable under clause 19.

F Membership

Members

22 The Company’s Members are as follows (unless the Member has resigned under clause 39 or clause 40, or been expelled under clause 41 or clause 42):

22.1 the persons who are specified in the application to register the Company lodged under section 117 of the Act and who have consented to be Members; and

22.2 any other person the Board admits to Membership in accordance with this Constitution.

Register of Members

23 The Company must keep and maintain the Register in accordance with the Act and otherwise as the Board determines.

24 Any dispute that arises in relation to the Register must be referred to the Board. The Board’s decision is final and binding on all Members (in the absence of manifest error).

Eligibility for membership

25 The following are eligible to be Members:

25.1 any person who has a demonstrated interest in the Company;

25.2 any person that the Board considers would benefit the Company by becoming a Member; and

25.3 any person in a category of persons that the Company has determined to be eligible to be Members.

Types of membership

26 At any time, the Board may (subject to the Act) create different types of Membership with different rights, obligations, and restrictions.

Membership is not transferable

27 A Member may not transfer their Membership to another person.

Voting rights

28 A Member is entitled to one vote at a General Meeting of the Company.

29 The Board may suspend a Member's entitlement to vote if the Member owes the Company any amount that is more than 3 months overdue (or such other period as the Board determines).

A Member's representative

30 If a Member or an Applicant is not a natural person, then it must appoint (in writing) a natural person as its Representative. The Member may remove and replace its Representative by giving written notice to the Board in a form the Board approves.

31 The Representative may, on the Member's behalf, exercise all the powers that the Member could exercise at a meeting or in voting on a resolution — unless those powers are restricted in a way set out in clause 32.

32 The document appointing the Representative may set out either or both of:

32.1 what the Representative is appointed to do; and

32.2 any restrictions on what the Representative may do.

33 If the appointment is made by reference to a position held, then the appointment must identify the position.

34 The Company must arrange for:

34.1 the name and address of the Representative to be entered in the Register; and

34.2 all correspondence and notices from the Company to the Member to be served on that Representative.

Applying and being admitted to Membership

35 A person's Application to be a Member must be made in the form, and accompanied by any fee, the Board has set.

36 The Board will consider and, in its absolute discretion, accept or reject an Application. If the Board rejects an Application, then:

36.1 it must arrange for any money the Applicant tendered with the Application to be repaid to the Applicant, without interest; and

36.2 the Board does not have to give any reasons for the rejection.

37 An Applicant does not become a Member until the Company has:

37.1 received any fee that applies; and

37.2 the name and address of the Applicant (and its Representative if relevant) are entered in the Register.

38 Each Member is liable for all taxes, duty and charges payable in respect of their Application, their Membership and any related transaction or document. Each Member indemnifies the Company and will keep it indemnified in respect of any liability for all those amounts.

Resigning from Membership: and ongoing liability

39 A Member may resign from Membership by giving written notice to the Company. When the notice period expires, the Member ceases to be a Member but:

39.1 they remain liable for any money they owe the Company; and

39.2 under clause 6, they remain liable for another 12 months.

40 A Member also resigns if they owe the Company any amount that is more than 6 months overdue (the Board may change the length of that period). If a Member resigns under this clause, then the Board may reinstate their membership if they pay the outstanding amount.

Expelling and disciplining a Member

41 The Board may — in the way described in clause 42 — expel a Member or implement appropriate disciplinary action if the Member:

41.1 has committed a breach of any obligation or duty under this Constitution; or

41.2 has engaged in conduct detrimental to the interests of the Company.

42 For any expulsion or discipline to be valid:

42.1 at least 21 days before the Board meeting at which the resolution is considered, the Member must be given written notice of:

- the meeting;
- the intended resolution; and
- the particulars of the alleged act, omission or conduct complained of;

42.2 at the meeting (and before the resolution is passed), the Member must be given the opportunity to explain themselves in writing or orally (or both if they request it);

42.3 if the Member does give an explanation, then the Board must take it into account;

42.4 the relevant resolution must be passed by 75% of the Directors present and voting;

42.5 the Board must arrange for the Member to be given written notice of any Board resolution on the matter; and

42.6 if the Board resolves to expel the Member, then the Member ceases to be a Member when the Board serves them with the notice. Also, the Member's name will be removed from the Register as set out in clause 43.

Removing an expelled Member's name from the Register

43 If a Member is expelled from the Company, then their name (and that of any Representative they have appointed) must be removed from the Register. The Company has no liability to the Member in respect of their removal from the Register.

44 When a Member's name is removed from the Register, the Member no longer has:

44.1 any rights or privileges attaching to Membership; or

44.2 any rights which they had against the Company that arose out of their Membership.

G General Meetings: frequency and notice

Annual General Meeting required

45 The Company must hold an Annual General Meeting:

45.1 in every calendar year;

45.2 within five months after the end of its financial year; and

45.3 at the time and place the Board determines.

Convening Extraordinary Meetings

46 An Extraordinary Meeting may be convened:

46.1 by the Board at such time and place as the Board thinks fit, (as long as it complies with the Act); and

46.2 by Members as allowed under the Act.

Notice of General Meetings

47 The Board must give at least 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor (unless a change to that arrangement is made under clause 49). The notice must specify:

47.1 the place, the day and the hour of meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

47.2 the general nature of the meeting's business;

47.3 the details of any special resolutions to be proposed at the meeting; and

47.4 that Members are entitled to appoint a proxy who must be a Member.

48 A Member that is a company is responsible for notifying its Representative of any General Meeting.

Changing the notice procedure for General Meetings

49 A meeting may be convened in a way other than, and on shorter notice than, clause 47 requires as long as:

49.1 all the Members entitled to vote at the meeting consent to the change beforehand; and

49.2 the notice and the shorter notice period comply with the Act.

Failure to receive Notice

50 A meeting and its proceedings and resolutions are valid even if any one or more of the following is the case:

50.1 the Company accidentally omitted to give notice of a meeting to any Member; or

50.2 any Member did not receive notice of the meeting.

H General Meetings: proceedings

Use of technology in conferencing

51 The Chair may (with the approval of the meeting) confer with Members and others by radio, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of audio or audio-visual communication. Any resolution passed using such a system is to be treated as having been passed at a meeting of the Members held on the day and at the time the conference was held — even if the Members were not present together in one place at the time. This clause does not limit the discretion of the Members to regulate their meetings.

52 The provisions of this Constitution regulating the proceedings of the Members apply so far as they are capable to such conferences.

Business at the meeting

53 The ordinary business of an Annual General Meeting may include:

53.1 considering any annual financial report, directors' report and Auditor's report;

53.2 electing and appointing Directors; and

53.3 appointing the Auditors and fixing the Auditor's remuneration (if the Company is required to have an auditor).

54 All other business at an Annual General Meeting, and all business at an Extraordinary Meeting, is regarded as special business.

Quorum required

55 For any business to be transacted at any General Meeting — except the adjournment of the meeting — a quorum must be present. The quorum for a General Meeting is 20% of the Membership, present in person or by Representative, proxy, or attorney.

If no Quorum present

56 If a quorum is not present within half an hour after the time appointed for a General Meeting, then:

56.1 if the meeting was convened on the requisition of Members, it will be dissolved; or

56.2 in any other case, the meeting will be adjourned to the same day in the next week at the same time and place (or at such other place as the Chair decides). If at that adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, then the Members present are a valid quorum.

Chair of the meeting

57 The Chair or in the Chair's absence, another Director present, is to preside as chair at every General Meeting.

58 If at any General Meeting the Chair is not present within fifteen minutes after the time appointed for holding the meeting, then the Members present are to choose a Director to preside from the Directors who are present at the meeting.

Adjourning (and resuming) a meeting

59 The Chair of a General Meeting:

59.1 may, with the consent of the Members present and entitled to vote at any meeting, and at which a quorum is present, adjourn a meeting; and

59.2 must adjourn a meeting if the meeting directs them to do so.

60 If the Chair adjourns a General Meeting, then they may do so to another time or place (or both).

61 If a General Meeting is adjourned for one month or more, then the Company must arrange for a new notice of the adjourned meeting to be given.

62 After an adjourned meeting is resumed, the only business that may be transacted at the meeting is business that was unfinished before the adjournment.

Auditor attending etc. meeting

63 The Auditor is entitled:

63.1 to attend any General Meetings of the Company;

63.2 to receive the same notices of, and other communications relating to, any General Meeting that a Member is entitled to receive; and

63.3 to be heard at any General Meeting which the Auditor attends on any part of the business of the meeting which concerns the Auditor in that capacity. The Auditor's right to be heard exists even if the Auditor retires at that meeting or if a resolution to remove the Auditor from office is passed at that meeting.

I General Meetings: voting

Show of hands vote

64 Every item of business submitted to a General Meeting is to be decided in the first instance by a show of hands of the Members, or their Representatives, who are personally present and entitled to vote. The Chair will not have a casting vote unless there is an equal vote in which case the Chair will have a casting Vote to ensure a decision.

Evidence of resolution

65 It is conclusive evidence that a resolution has been passed (regardless of whether there is any proof of the number or proportion of the votes recorded in favour of or against the resolution) if:

65.1 the Chair declares that a resolution has been passed or lost (having regard to the majority required); and

65.2 an entry to that effect has been made in the Company's books and signed by the Chair of that, or the next meeting.

Poll vote

66 The Chair or any Member present (personally or by Representative, proxy or attorney) may demand a poll before, or on the declaration of the result of, a show of hands. Any person who has demanded a poll may withdraw their demand.

67 A poll demanded on any question of adjournment must be taken before any adjournment.

68 The poll is to be taken:

68.1 in the manner and at the time and place as the Chair of the meeting directs; and

68.2 either at once or after an interval or adjournment or otherwise.

69 The result of the poll is to be the resolution of the meeting at which the poll was demanded.

70 If there is a dispute as to the admission or rejection of a vote, then the Chair will finally determine that dispute.

71 At a poll, the Chair will not have a casting vote unless there is an equal vote in which case the Chair will have a casting Vote to ensure a decision.

Continuing with other business before a Poll

72 After a poll has been demanded, the meeting may continue with any business other than the issue on which poll has been demanded.

J General Meetings: appointing a proxy

Eligibility to be proxy

73 Any Member may:

73.1 appoint a natural person who is a Member, or a Representative, as a proxy to vote on the Member's behalf; and

73.2 may direct the proxy to vote either for or against each or any resolution.

Company receiving notice of proxy

74 For an appointment of a proxy to be valid, the Company must receive the document appointing the proxy (and an original, or certified copy, of the power of attorney, if any, under which it is signed):

74.1 at least 48 hours before the time for holding the relevant meeting or adjourned meeting or poll; and

74.2 at one of:

- the Registered Office;
- a fax number at the Registered Office; or
- a place, fax number or electronic address specified for such purpose in the notice of meeting.

75 An instrument appointing a proxy is valid for any adjournment of the meeting to which it relates — unless it states something to the contrary.

Form of proxy

76 An instrument appointing a proxy must be signed by the appointor, or his or her attorney, and must contain the following information:

76.1 the Company name;

76.2 the Member's name and address;

76.3 the Member’s type of Membership;

76.4 the proxy's name or the name of the office held by the proxy; and

76.5 the meetings at which the appointment may be used.

Proxy’s voting instructions

77 A document appointing a proxy may specify the way in which the proxy is to vote for a particular resolution. If it does so, then the proxy must vote on the resolution as specified.

Proxy’s authority

78 A document appointing a proxy will be treated as giving the proxy:

78.1 authority to demand, or join in demanding, a poll; and

78.2 the power to act generally at the meeting for the person giving the proxy (except to the extent to which the proxy is specifically directed to vote for or against any proposal).

K General Meeting: appointing an attorney

Member appointing an attorney

79 Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all, or certain specified, meetings of the Company. If the attorney wishes to appoint a proxy for the Member granting the power of attorney, then the attorney must at the Registered Office (or any other place the Board determines) produce:

79.1 the power of attorney for inspection; and

79.2 any evidence the Board requires that it has been properly executed.

Directors appointing an attorney of the Company

80 The Directors may, by power of attorney, appoint any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. The appointment:

80.1 may be for any purposes and with powers, authorities and discretions (not exceeding those vested in, or exercisable by, the Directors under this Constitution);

80.2 may authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them;

80.3 may be for periods and on conditions as the Directors think fit; and

80.4 may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit.

L General Meeting: voting by attorney or proxy

Validity of vote after death or revocation

81 If a person who has appointed a proxy or attorney has either died or revoked the appointment but any notice in writing of the death or revocation has not been received at the Registered Office before the meeting, then a vote given in accordance within the terms of appointment will be valid.

Person who has appointed proxy or attorney may attend meetings

82 A person who has appointed a proxy or attorney may attend and take part in a meeting. Doing so does not revoke the appointment — unless the person votes on the resolution to which the appointment applies.

M Directors

Number and qualifications of Directors

83 The number of Directors comprising the Board will be at least 3 and no more than 9. They may be elected by the Members in accordance with this Constitution or appointed under clause 86 and 87.

84 Each Director must be a financial Member or a Representative of a financial Member except that where the Company has less than 3 financial Members, additional Directors need not be financial Members or Representatives of a financial Member.

Length of appointment

85 Each elected Director will hold office:

85.1 from the end of the Annual General Meeting at which they were elected;

85.2 until the end of the Annual General Meeting 2 years after the Annual General Meeting at which they were elected — at that time, they must retire (but they are eligible for re-election).

Election of Directors

86 A person who is eligible for appointment under clause 83, may be appointed as a Director if all the Members sign a resolution to that effect. The appointment takes effect on the date the last Member signs.

87 In addition to clause 83, Directors may be elected in the following way:

87.1 Any two Members may nominate a person who is eligible for appointment under clause 86 to serve as a Director.

87.2 The nomination of any Member or Representative as a candidate for election as a Director must be:

- in writing and signed by the nominated person and their proposer; and
- lodged with the Secretary at least 30 days before the Annual General Meeting at which the election is to take place (or any other scheduled General Meeting).

87.3 If the number of nominated candidates:

- *is no more than the number of vacancies*, then the Chair of the Annual General Meeting will declare those candidates elected as Directors;
- *is more than the number of vacancies*, then the Company Secretary will arrange for balloting lists to be prepared containing the names of the candidates in an order determined by lot. The Board may determine the method of the ballot. Each Member is entitled to vote for any number of candidates not exceeding the number of vacancies; or
- *is not enough to meet the required minimum number of Directors*, then the Board must appoint a Member or Representative as Director (as long as they consent) until there is at least the minimum number of Directors.

Officers on the Board

88 At the first meeting of the Board after the Annual General Meeting, the Directors will elect from among their number a Chair, a Secretary and a Treasurer (one Director may not fill more than one position). Each of them will hold office until the end of the next Annual General Meeting.

Casual vacancies

89 If there is a casual vacancy in the office of Director, then the Board may appoint a replacement, Director. That replacement Director holds office until the end of the next Annual General Meeting.

Disqualification of Directors

90 The office of a Director will be vacated if the Director:

90.1 is a Member, or a Representative of a Member, and they become bankrupt or make any arrangement or composition with their creditors;

90.2 is a Representative of a Member and that Member resigns or is expelled as a Member;

90.3 is a Representative of a Member which is not a natural person, and a winding up order is made in respect of that Member;

90.4 becomes of unsound mind;

90.5 is absent for three consecutive Board Meetings without leave of the Board (unless the Board resolves to the contrary);

90.6 resigns from their Directorship by giving written notice to the Company; or

90.7 ceases to hold office by reason of any order made under the Act.

First directors

91 The first Directors are the persons set out as Directors in the application to register the Company lodged under section 117 of the Act. The first Directors will hold office until the end of the first Annual General Meeting, at which point they will cease being directors but will be eligible for re-election.

Alternate Directors

92.1 With the other Directors approval, a Director may appoint an alternate Director to exercise some or all of the Director's powers for a specified period.

92.2 If the appointing Director so requests the Company to give the alternate notice of Directors Meetings, the Company must do so.

92.3 When an alternate exercises the Director's powers pursuant to their appointment under this clause, the exercise of the powers is just as effective as if the powers were exercised by the Director.

92.4 The appointing director may terminate the alternates appointment at any time.

92.5 An appointment or termination under this clause must be in writing. A copy must be given to the Company.

N Powers of the Board

The board controls and directs the company

93 The control and direction of the Company and the management of its property and affairs are vested in the Board.

94 The Board may exercise all powers of the Company that are not required to be exercised or done by the Company in General Meeting.

Borrowing

95 The Board may raise money in any manner it thinks fit including by borrowing money (whether on the security of the Company's assets or not) and the issuing of a security for any other purpose — so long as this is done to further the Company's objects set out in clause 2.

Investment

96 The Board may invest the Company’s money in any manner, and for any period, it thinks fit.

Negotiable instruments

97 Two Directors, or one Director and some other officer authorised by the Board for the purpose, may sign, draw, accept, endorse or otherwise execute (as the case may be) the following

documents for and on behalf of the Company: all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company.

O Proceedings of the Board

General

98 The Board may meet for the dispatch of business, adjourn, and otherwise regulate its meetings as it thinks fit.

99 The Board must meet at least 1 time a year.

Use of technology in Board conferencing

100 The Board may, if it thinks fit, confer by radio, telephone, facsimile, computer, Internet, closed circuit television or other electronic means of audio or audio-visual communication. Any resolution passed using such a system is to be treated as having been passed at a meeting of the Board held on the day and at the time the conference was held — even if the Directors were not present together in one place at the time. This clause does not limit the discretion of the Board to regulate its meetings.

101 The provisions of this Constitution regulating the proceedings of the Board apply so far as they are capable of attending such conferences.

Notice of meeting

102 At any time, the Board may convene a Board meeting by notice served on each Director. The Secretary is to arrange that notice at the request of the Chair.

103 The proceedings of a Board meeting are valid even if:

103.1 the Company accidentally omitted to give notice of a meeting to any Director; or

103.2 any Director did not receive notice of the meeting.

Quorum

104 A quorum for Board meetings is (unless the Board determines otherwise) a majority of Board members, (who are not related Board members), When members are unable to be physically present, they may fully participate virtually by video or teleconference. The technology must enable Board members to hear the other members not physically present and enable the members not physically present to hear and participate in the Board discussion.

Chair

105 The Chair, or in the Chair’s absence, another Director present at the meeting, can assume the role of Chair for that meeting.

106 If at a Board meeting the Chair is not present within fifteen minutes after the time appointed for holding that meeting, then the Directors present will choose one of their number to chair the meeting.

Voting

107 Questions arising at any meeting will be decided by a majority of votes. Each Director present is entitled to one vote. The Chair does not have a casting vote unless there is an equal vote in which case the Chair will have a casting vote to ensure a decision.

108 The Board may suspend a Director's entitlement to vote if the Director (or the Member for whom the Director is a Representative) owes the Company any amount that is more than 3 months overdue (or such other period as the Board determines).

Delegation by the Board

109 The Board may, as it thinks fit, delegate any of its powers to individual Directors or Members or to committees. A committee may consist of the Directors or Members (or both) that the Board thinks fit. Any individual or committee must comply with any Board direction about how to execute the delegated powers.

110 The Board may not delegate its power to delegate.

111 The meetings and proceedings of any committee will be governed by the provisions of this Constitution that regulate the meetings and proceedings of the Board so far as they apply and so far as the Board has not replaced them.

Defects in appointment

112 An act done in good faith by any meeting of the Board, any meeting of any committee formed by the Board, or by any person acting as a Director will not be invalidated merely because of:

112.1 any defect in the election, appointment or tenure of a Director or person acting on any such committee; or

112.2 the disqualification of any of them.

P Board minutes and circulated resolutions

Making Board resolutions

113 The Board may make resolutions either:

113.1 in a meeting, of which minutes must be kept as set out in clause 114; or

113.2 by circulated resolution which must be made and kept as set out in clause 115.

Minutes to be kept

114 The Board must arrange for:

114.1 proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees formed by the Board;

114.2 the minutes to be entered in books kept for that purpose; and

114.3 the minutes to be signed by the Chair of the meeting or by the Chair of the next meeting.

Circulated Resolution General

115 If all the Directors have signed a document containing a statement that they are in favour of a resolution set out in the document, then that resolution is to be treated as having been passed as a Circulated Resolution at a meeting of the Board held at the time and date on which the resolution was last signed by a Director. (However, the reference to “all the Directors” in this clause does not include any Director who is not entitled to vote on the Resolution.)

116 Any Circulated Resolution may consist of several documents in identical terms, each signed by one or more Directors and must be entered in the relevant book of minutes of the Company.

Evidence of proceedings and resolutions

117 A minute or Circulated Resolution that is recorded and signed in accordance with clause 114 or 115 to 116 (as the case may be) is evidence of the proceeding or resolution to which it relates (unless the contrary is proved).

Q Accounts

Accounts to be kept

118 The Board must arrange for the Company to keep proper books of account that:

118.1 record true and complete accounts of the affairs and transactions of the Company; and

118.2 give a true and fair view of the state of the Company's affairs and explain its transactions.

Location and inspection of accounts

119 The Board must arrange for the books of account:

119.1 to be kept at the Registered Office, or in a place or places it thinks fit; and

119.2 to be open to the inspection of the Directors during usual business hours.

Auditor

120 The Company will comply with the Act in relation to the appointment, removal and resignation of an Auditor.

R Indemnity

Definition of Liability and Officer

121 In clauses 122 to 125:

121.1 **Liability** means costs, losses, liabilities, and expenses.

121.2 **Officer** means a Director, secretary or other officer of the Company and includes a former Officer but does not include an auditor or agent of the Company.

Indemnity of Officers

122 The Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that Officer in their capacity as an Officer by reason of any act or thing done or omitted to be done by that person:

122.1 in that capacity; or

122.2 in any way in the discharge of that person's duties; or

122.3 by reason of or relating to the person's status as an Officer.

123 The indemnity in clause 122 does not extend to any Liability from, or against, which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

Indemnity for Proceedings

124 Without limiting clause 122, the Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer.

125 The indemnity in clause 124 does not extend to any Liability from, or against, which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

S Notices

126 The Company may serve notice on any Member in the ways shown in the left hand column of the table below. A notice will be taken to be served at the time shown in the right-hand column of that table on the relevant row. Any notice to be served on a Representative is served by serving it on the relevant Member.

Way of serving notice	Timing of notice taken to be
Personally	When served
By sending it through the ordinary post to the Member's Registered Address	3 days after the day it is posted. In proving service, it is sufficient to prove that the envelope containing the notice was properly

	addressed and deposited as a prepaid letter at the post office or in some postal receptacle.
By leaving it at their Registered Address in an envelope addressed to the Member.	**Business Day:** The same day it is left at the Registered Address. **Non-Business Day:** the Business Day after it is left at the Registered Address.
By sending it to the fax number or electronic address (if any) nominated by the Member.	On the Business Day after it is sent.

127 A certificate in writing signed by the Secretary or any officer of the Company that the envelope containing the notice was properly stamped, addressed, and posted or delivered will be conclusive evidence of the service of such notice.

T Distribution of property on winding-up

128 If on the winding-up or dissolution of the Company after all its debts and liabilities have been satisfied there remains any property, then that property must not be paid to or distributed among the Members.

129 Instead, this property must be given or transferred to some other institution or institutions that have:

129.1 objects similar to the objects of the Company (if there is one); and

129.2 a Constitution which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clause 7 of this Constitution.

130 Choosing which institution or institutions the Company will transfer this property to must be done by:

130.1 a special resolution of the Members at or before the time of the Company's dissolution; or

130.2 if no such special resolution is passed, then by a Judge or Registrar of the Supreme Court or such other court of competent jurisdiction.

131 If the Company is endorsed, as a whole, as a deductible gift recipient under subdivision 30BA of the Tax Act at the time it is wound up, then in addition to the requirements under clause 130, the charity or charities to which the surplus assets are distributed must also be endorsed as a deductible gift recipient at the time the distribution is made.

U Replaceable Rules displaced

132 Each of the provisions of the Act that would, but for this clause, apply to the Company as a replaceable rule is expressly displaced and does not apply to the Company.

V Changes to Constitutions

133 Any changes to the Constitution from time to time must be done by a Special Resolution.

Definitions and Interpretation

134 In this Constitution:

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

Annual General Meeting means the annual general meeting of Members.

Applicant means a person who lodges an Application under this Constitution.

Application means an application for Membership.

Auditor means the auditor or auditors of the Company, if the Company is required to have one. If the Company is not required to have an auditor, but has one, then it includes any such auditor.

Board means the board of directors of the Company.

Business Day means Monday to Friday excluding public holidays in the State or Territory the Company is registered in.

Chair means the Director who is elected to this office in accordance with clause 88.

Company means WellTogether101 Foundation Limited.

Constitution means this Constitution, as amended.

Directors means the members individually or collectively of the Board.

Extraordinary Meeting means a General Meeting of Members other than an Annual General Meeting.

General Meeting means an Annual General Meeting or an Extraordinary Meeting of the Company.

Member means a person admitted to Membership in accordance with this Constitution.

Membership means membership of the Company.

Register means the register of Members kept in accordance with the Act.

Registered Address means the address of a Member shown in the Register. Registered Office means the registered office of the Company.

Related board members mean a person with a familial relationship to another board member, including but not limited to a spouse, de facto spouse, mother, father, son, or daughter.

Representative means a person as described in clause 30.

Secretary means the Director who is elected to this office in accordance with clause 88.

Special Resolution means a resolution approved by 75% of the Members of the Company.

Treasurer means the Director who is elected to this office in accordance with clause 88.

135 In this Constitution, unless the context requires otherwise:

135.1 a person includes a corporate body, association, firm, partnership, or other unincorporated body;

135.2 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;

135.3 this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;

135.4 a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;

135.5 a word or phrase that is defined has the corresponding meaning in its other grammatical forms

135.6 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

135.7 the singular includes the plural and vice versa;

135.8 a gender includes all other genders; and

135.9 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.

Schedule 1

Names and usual residential addresses of initial directors

Name of Director	Usual residential address of Director
Jennifer Rae Haoui	15D Stanbury St Gladesville NSW 2111
Tania Lee Adams	9/112-114 Edenholme Rd Wareemba NSW 2046
Lisa Anne Giorgatzis	2 Mitchell St Five Dock NSW 2046

Guarantee

The Members of the Company have each guaranteed the following amount on its establishment: $10.

Schedule 2

Statement by persons who have consented to be members of the company

I consent to become a member of the company. I agree to the form of this Constitution of the company.

Name of Member	Usual residential address of Director
Jennifer Rae Haoui	15D Stanbury St Gladesville NSW 2111
Tania Lee Adams	9/112-114 Edenholme Rd Wareemba NSW 2046
Lisa Anne Giorgatzis	2 Mitchell St Five Dock NSW 2046