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**CONSTITUTION OF SIGHT FOR ALL LTD
(as amended at AGM on 8 November 2013)**

COMPANY LIMITED BY GUARANTEE

1. INTERPRETATION

1.1 In this Constitution, unless the contrary intention appears:

"Act" means the Corporations Act 2001 or any statutory modification, amendment or re-enactment in force and any reference to any section, part or division is to that provision as so modified, amended or re-enacted.

"Auditor" means the Company's auditor.

"Board" means the board of Directors.

"Chairperson" and **"Deputy Chairperson"** means the persons elected to those offices pursuant to clause 12.2.

"Committee" means a committee of Directors established in accordance with clause 16.6.

"Constitution" means this Constitution as amended or supplemented from time to time.

"Company" means the company referred to in clause 3.

"Developing Countries" means a country or countries which are declared by the Minister for Foreign Affairs to be developing countries for the purposes of the Overseas Aid Gift Deduction Scheme established by the Income Tax Assessment Act 1997.

"Director" means any person holding the position of a director of the Company and **"Directors"** means the directors for the time being of the Company or as the context permits such number of them as have authority to act for the Company.

"Member" means a member of the Company pursuant to clause 5.

"Member Present" means in connection with a meeting of Members, a Member being present in person or by proxy or attorney or, in the case of a corporation, by a Representative.

"Objects" means the objects of the Company as set out in clause 4.1.

"Office" means the registered office for the time being of the Company.

"Officer" has the same meaning as given to that term in Section 9 of the Act.

"Representative" means a person authorised in accordance with section 250D of the Act to act as a representative of a body corporate holding shares in the Company.

"Secretary" means the person appointed as the secretary of the Company and includes any assistant or acting secretary.

"Treasurer" means the treasurer of the Company.

- 1.2 Words or expressions contained in this Constitution will be interpreted in accordance with the provisions of the Act as in force at the date when such interpretation is required.
- 1.3 A reference to the Act or any part or section of, or schedule to, the Act will be read as if the words "or any statutory modification, re-enactment or substitution of the Act (whether of the same or any other legislative authority having jurisdiction)" were added to the reference.
- 1.4 In this Constitution, unless a contrary intention appears:
 - 1.4.1 Words importing the singular include the plural and vice versa;
 - 1.4.2 Words importing any gender include all other genders; and
 - 1.4.3 Words importing persons include companies and corporations.
- 1.5 Any headings or marginal notes inserted in this Constitution are included for convenience and shall not affect its construction.

2. REPLACEABLE RULES

The Replaceable Rules as defined and contained in the Act shall not apply to the Company.

3. COMPANY

The Company:

- 3.1 Shall be known as Sight For All Ltd;
- 3.2 Is a public company limited by guarantee;
- 3.3 Will operate for the promotion, development and attainment of the Objects;
- 3.4 Will apply its profits (if any) or other income in promoting the Objects; and
- 3.5 Is not carried out on for the purpose of profit or gain to the Members.

4. OBJECTS

- 4.1 The objects of the Company shall be to:
 - 4.1.1 Determine, through collaborative field research, the magnitude and causes of blindness caused by disease in the Developing Countries and in Aboriginal communities within Australia;
 - 4.1.2 Offer solutions that can help reduce the overwhelming socio-economic impact of visual impairment caused by disease in the Developing Countries and in Aboriginal communities within Australia;
 - 4.1.3 Provide the service of a team of Australian and New Zealand trained ophthalmic health care professionals who will give their time and expertise voluntarily from time to time to enhance the knowledge and skills of local ophthalmologists, ancillary staff and health workers to enable them to deliver effective, high quality ophthalmic health care to patients;
 - 4.1.4 Collaborate on clinical epidemiological ophthalmic health research, with the aim of identifying areas of need in Developing Countries and in Aboriginal communities within Australia.
 - 4.1.5 Target effective primary objectives and ophthalmic health awareness campaigns which will assist in eliminating blindness caused by disease.
 - 4.1.6 Provide modern equipment and facility upgrade to eye care institution and ophthalmic practices in Developing Countries and in Aboriginal communities within Australia.
 - 4.1.7 Do all other matters that are ancillary to the objects set out in this clause 4.1.
- 4.2 The Company shall operate a separate fund for holding monies to meet the Objects.
- 4.3 The income and property of the Company will only be applied towards the promotion of the Objects.
- 4.4 No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company however nothing in this Constitution will prevent payment in good faith to a Member:
 - 4.4.1 In return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - 4.4.2 Of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company; or

- 4.4.3 Of reasonable and proper rent for premises leased by any Member to the Company.
- 4.5 In the event the Company's deductible gift recipient endorsement is revoked by the Australian Taxation Office any surplus asset will be transferred to another deductible gift recipient with similar objectives to that of the Objects.
- 4.6 If required by the Act, the Constitution for the time being in force will not be altered without prior submission to the Australian Securities & Investments Commission.
- 4.7 For the purposes of tax exempt status in the United States, the language describing our object is as follows:

Sight For All is organised exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organisations that qualify as exempt organisations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

5. MEMBERSHIP

- 5.1 The number of Members of the Company is unlimited.
- 5.2 The Members of the Company shall be:
 - 5.2.1 The persons who are specified in the application for the registration of the Company as persons who consent to becoming Members; and
 - 5.2.2 Any other person admitted to membership by the Board.
- 5.3 Every applicant for membership of the Company (other than the persons referred to in clause 5.2.1) shall be proposed by a Member of the Company and seconded by another Member both of whom must personally known to the applicant. The application for membership shall be in a form approved by the Board from time to time and shall be signed by the applicant and his proposer and seconder and shall be addressed to the Secretary at the Office.
- 5.4 At the next meeting of the Board after the receipt of any application for membership, such application shall be considered and the Board will in its absolute discretion determine whether to admit or reject the application or decide to call upon the applicant to supply any evidence of eligibility that it considers reasonably necessary. If the Board:
 - 5.4.1 Requires further evidence under this clause, determination of the application will be deferred until this evidence has been supplied;
 - 5.4.2 Rejects the application for membership, it will not be required to give any reason for the rejection.

- 5.5 As soon as practicable following acceptance of an application, the Secretary will send to the applicant written notice of the acceptance and a request for payment of the entrance fee and first annual subscription. If an applicant is accepted for membership on or as from a date other than 1 July in any year, the first subscription payable by the applicant shall be pro-rated according to the period elapsed since the previous first day of July.
- 5.6 Upon payment of the entrance fee and first annual subscription the applicant shall become a Member of the Company, however if such payment has not been made within two (2) months after the date of the notice of acceptance of the application, the Board may in its discretion cancel its acceptance of the application for membership of the Company.
- 5.7 The rights and privileges of every Member are personal to each Member and are not transferable by a Member's own act or by operation of law.
- 5.8 The entrance fee and annual subscription payable by Members shall be such amount as the Company in general meeting shall from time to time prescribe.

6. FORFEITURE

- 6.1 If a Member does not pay an annual subscription within two (2) months of its due date then:
 - 6.1.1 The Board will give the Member written notice of that fact; and
 - 6.1.2 If the full amount due is not paid by the Member within thirty (30) days of the date of the notice the Board may declare the Member's membership forfeited,

however the Board may reinstate the Member's membership on payment of all arrears if the Board thinks fit to do so.
- 6.2 A Member's membership in the Company will cease if the Member gives the Secretary written notice of resignation and the membership will cease from the date of receipt of that notice by the Secretary.
- 6.3 If any Member shall wilfully refuse or neglect to comply with the provisions of the Constitution or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Company the Board shall have power by resolution to censure, fine, suspend or expel the Member from the Company. However at least one week before the meeting of the Board at which such a resolution is passed the Member must be given notice of such meeting, of the allegations made against him and of the intended resolution. The Member shall, at such meeting and before the passing of such resolution, be given the opportunity of giving orally or in writing, any explanation or defence he may think fit. Despite the above, any such Member may, by written notice lodged with the Secretary at least twenty-four hours before the appointed time for the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by the Company in general meeting. In that event a general meeting of the Company shall be called for the purpose and if at the meeting such a resolution is passed by a majority of two-thirds of those present and voting (such a vote to be taken by ballot) the Member concerned shall be punished accordingly and in the case of a resolution for his expulsion the Member shall be expelled.

- 6.4 Any Member whose membership is forfeited:
 - 6.4.1 Will not be entitled to any refund (or part refund) of any annual subscription paid;
 - 6.4.2 Will continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation or ceasing to be a Member and for all other moneys due by him to the Company and in addition for any sum not exceeding \$1.00 for which he is liable as a Member of the Company under clause 25.2.

7. TERMINATION OF MEMBERSHIP

- 7.1 A Member's membership of the Company will cease:
 - 7.1.1 If the Member gives the secretary written notice of resignation, from the date of receipt of that notice by the Secretary;
 - 7.1.2 If a majority of the Director's in a meeting of the Board vote to terminate the membership of a Member;
 - 7.1.3 If membership is forfeited under clause 6; and
 - 7.1.4 Where the Member is an individual, if the Member:
 - 7.1.4.1 Dies;
 - 7.1.4.2 Becomes of unsound mind or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
 - 7.1.4.3 Is convicted of an indictable offence.
 - 7.1.5 Any Member ceasing to be a Member:
 - 7.1.5.1 Will not be entitled to any refund (or part refund) of any annual subscription paid;
 - 7.1.5.2 Will continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation or ceasing to be a Member and for all other moneys due by him to the Company and in addition for any sum not exceeding \$1.00 which he is liable as a Member of the Company under clause 25.2.

8. MEMBERSHIP - POWERS OF ATTORNEY

- 8.1 If a Member executes or proposes to execute any document or do any act or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company's Office.
- 8.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.
- 8.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

9. ANNUAL GENERAL MEETING

- 9.1 Annual general meetings will be held every calendar year within five (5) months of the end of the financial year.
- 9.2 The Company's financial year shall be the period 1 July to 30 June or such other period as nominated by the Board.
- 9.3 The business to be transacted at an annual general meeting may, regardless of whether stated in the notice, include:
 - 9.3.1 The consideration of the annual financial report, Chairman's report and the Auditor's report;
 - 9.3.2 The election of Directors; or
 - 9.3.3 The appointment and fixing of the remuneration of the Auditor
 - 9.3.4 Any other business of the Company.

10. GENERAL MEETINGS

10.1 Holding of General Meetings

- 10.1.1 Any director may whenever he thinks fit convene a general meeting of the Company.
- 10.1.2 A Member shall be entitled to convene a general meeting in accordance with the provisions of the Act.
- 10.1.3 A general meeting of the Company may be convened at two or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting

10.2 Notice

- 10.2.1 Subject to consent to shorter notice being given in accordance with the Act, at least 21 days notice of any general meeting must be given specifying:.

- 10.2.1.1 The place, day and hour of the meeting;
- 10.2.1.2 The general nature of any business to be transacted at the meeting;
- 10.2.1.3 If the meeting is to be held in two or more places the technology that will be used to facilitate this;
- 10.2.1.4 Any other information required by the Act.
- 10.2.2 The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

10.3 Cancellation/Postponement

- 10.3.1 Subject to the provisions of the Act and this Constitution the Directors may cancel a general meeting of the Company:
 - 10.3.1.1 Convened by the Directors; or
 - 10.3.1.2 That has been convened by a Member or Members pursuant to the Act upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- 10.3.2 The Directors may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- 10.3.3 Where any general meeting is cancelled or postponed or the venue for the same is changed:
 - 10.3.3.1 The Directors must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue of the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
Any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1 Quorum

- 11.1.1 No business may be transacted at any general meeting unless a quorum of Members is present at all times during the meeting.
- 11.1.2 Two (2) Members Present and entitled to vote constitute a quorum for all general meetings.
- 11.1.3 If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - 11.1.3.1 The meeting if convened upon the requisition of Members shall be dissolved;
 - 11.1.3.2 In any other case:
 - (a) It will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Directors may by notice to the Members appoint; and
 - (b) If at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting the meeting shall be dissolved.

11.2 Chairperson

- 11.2.1 The Chairperson shall be entitled to preside as chair at every general meeting.
- 11.2.2 Where a general meeting is held and:
 - 11.2.2.1 There is no Chairperson; or
 - 11.2.2.2 The Chairperson is not present within thirty (30) minutes after the time appointed for the holding of the meeting or if present is unwilling to act as chair of the meeting,

the Deputy Chairperson shall preside as Chairperson of the meeting or, if the Deputy Chairperson is not present, or is unwilling to act then the other Directors present may choose another Director as chair of the meeting. If no Director is so chosen or if all the Directors present decline to take the chair the Members Present may choose one of their number to be chair of the meeting.

- 11.2.3 The rulings of the Chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

11.3 Adjournments

- 11.3.1 The Chairperson of a general meeting at which a quorum is present:
 - 11.3.1.1 May adjourn a meeting with the consent of the meeting; and
 - 11.3.1.2 Must adjourn the meeting if the meeting so directs to a time and place as determined.
- 11.3.2 No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 11.3.3 A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- 11.3.4 It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

11.4 Voting on Resolutions

- 11.4.1 Subject to the Act in relation to special resolutions, a resolution is carried at a general meeting if a majority of the votes cast on the resolution are in favour of the resolution.
- 11.4.2 At any general meeting a resolution to be considered at the meeting shall be declined on a show of hands unless a poll is demanded by:
 - 11.4.2.1 The Chairperson of the meeting;
 - 11.4.2.2 At least two (2) Members Present and entitled to vote on the resolution; or
 - 11.4.2.3 By a Member Present or Members Present who represent at least ten (10)% of the votes that may be cast on the resolution on a poll.
- 11.4.3 Before a vote on a resolution is taken, the Chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.

11.5 Evidence of Resolution

11.5.1 Unless a poll is duly demanded:

11.5.1.1 A declaration by the Chairperson of the general meeting that a resolution has been carried, carried by a specified majority, or lost; and

11.5.1.2 An entry to that effect in the minutes of the general meeting;

11.5.2 Are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

11.6 Polls

11.6.1 A poll may be determined:

11.6.1.1 Before a vote is taken;

11.6.1.2 Before the voting results on a show of hands are declared;

11.6.1.3 Immediately after the voting results on a show of hands are declared.

11.6.2 If a poll is duly demanded, it must be taken in such manner and at such time (within fourteen days) and place as the Chairperson of the general meeting directs.

11.6.3 The result of the poll will be deemed to be a resolution of the general meeting at which the poll was demanded.

11.6.4 No notice need be given of a poll not taken immediately.

11.6.5 The demand for a poll will not prevent the continuance of a general meeting for the transaction of any business other than the question for which a poll has been demanded.

11.6.6 The demand for a poll may be withdrawn.

11.6.7 A poll cannot be demanded in respect of the election of a Chairperson of general meeting.

11.6.8 A poll demanded on a question of adjournment must be taken at the general meeting and without adjournment.

11.7 Signed Resolution

11.7.1 Subject to the provisions of the Act, a resolution signed by all the Members of the Company entitled to vote will be as valid and effectual as if it had been passed at a duly convened and constituted general meeting of the Company.

- 11.7.2 Such a resolution will have effect pursuant to this clause even if the Members entitled to vote sign separate copies of the resolution.
- 11.7.3 Where the Company has only one Member and that Member records in writing his, her or its decision to a particular effect, the recording of the decision counts as the passing by the Member of a resolution to that effect. The record will have the effect of a minute of the resolution.

11.8 Proxies

- 11.8.1 The instrument appointing a proxy must be in writing:
 - 11.8.1.1 Under the hand of the appointor;
 - 11.8.1.2 Under the hand of an attorney duly authorised in writing; or
 - 11.8.1.3 If the appointor is a corporation, executed by the corporation or under the hand of a duly authorised officer or attorney.
 - 11.8.1.4 A proxy need not be a Member of the Company.

11.9 Instrument Appointing Proxy

- 11.9.1 To be valid, the instrument or a notarially certified copy appointing a proxy and the power of the attorney or other authority, under which it is signed must be deposited at the Registered Office or other place specified in the notice convening the general meeting at least forty-eight (48) hours before the time for holding the meeting or adjourned general meeting at which the person named in the instrument proposes to vote.
- 11.9.2 In the case of a poll, the instrument must be deposited at least twenty-four (24) hours before the time appointed for the taking of the poll.
- 11.9.3 No instrument of proxy will be valid after the expiration of twelve months from the date of its execution except at an adjourned general meeting or on a poll demanded at a general meeting or adjourned general meeting where the general meeting was originally held within twelve months from that date.

11.10 Form of Proxy

An instrument appointing a proxy will be in the following form or a form which is substantially the same as the circumstances permit:

*I/We, _____ of _____ being a
Member/Members of the abovenamed Company hereby appoint or falling
him/her, the Chairperson of the meeting, of as my/our proxy to vote for*

me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the day of 20 , and at any adjournment of the meeting.

Signed this day of 20 .

This form is to be used *in favour of the resolution against

*Strike out whichever is not desired. (Unless otherwise instructed the proxy may vote as they think fit or they may abstain from voting).

11.11 Poll

The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.

11.12 Power of Attorney

A Member may, by power of attorney duly executed in the presence of at least one witness, appoint an attorney to act on the Member's behalf at all, or any general meeting of, the Company. This power of attorney, or a properly certified copy of it, must at least forty-eight (48) hours before the time for holding the general meeting be deposited with the Secretary or at the Registered Office together with evidence (if any) of the due execution and the non-revocation of the power of attorney as the Directors may require.

11.13 Validity of Vote

A vote at a general meeting in accordance with the terms of an instrument of proxy or a power of attorney will be valid notwithstanding:

- 11.13.1 The prior death of the principal; or
- 11.13.2 The principal is mentally incapacitated;
- 11.13.3 The subsequent revocation of the proxy or power of attorney; or
- 11.13.4 The transfer of the share in respect of which the vote is given

PROVIDED THAT no intimation in writing of the death, revocation, or transfer has been received at the Registered Office before the general meeting.

12. OFFICE BEARERS

- 12.1 The office-bearers of the Company shall consist of a Chairperson, a Deputy Chairman, a Secretary and a Treasurer (who shall all be Directors) as well as any other Directors appointed to the Board.
- 12.2 The offer-bearers of the Company will be appointed by the Directors.

12.3 The first office bearers shall be:

Chairman: JAMES MUECKE

Deputy Chairman: HENRY NEWLAND

Secretary: SIMON MERVYN CROXTON

Treasurer: NICHOLAS DAVID COOPER

13. DIRECTORS

13.1 Number

13.1.1 There will be not be less than three (3) or more than ten (10) Directors unless the Company in general meeting by resolution changes the maximum number.

13.1.2 Subject to clause 13.1.2 (a) at least fifty percent (50%) of the Directors appointed to the Board at any one time must be ophthalmic health care professionals.

13.1.2(a) 13.1.2 shall not apply for a period of six (6) months upon the resignation of an ophthalmic health care professional, where the resignation results in less than 50% of the Directors appointed to the Board being ophthalmic health care professionals.

13.1.3 The first directors of the Company will be:

ROBERT JAMES CASSON of 117 Bernard Street, North Adelaide
SA 5006

NICHOLAS DAVID COOPER of 4/12 Pirie Street, Adelaide, SA
5000.

JAMES MUECKE of 29 William Street, Norwood, SA 5067

MICHAEL ALEXANDER FOTHERINGHAM of 17 Woottona
Terrace, St Georges SA 5064

SIMON MERVYN CROXTON of 40 Katoomba Road, Beaumont
SA 5066

HENRY NEWLAND of 79 Pennington Terrace, North Adelaide
SA 5006

MICHAEL HAMMERTON of PO Box 1119, North Adelaide SA
5006

All of whom have consented to become Directors and agree in writing to the terms of the Constitution.

13.2 Appointment and Removal

Subject to the provisions of this Constitution, the Company in general meeting may by ordinary resolution:

- 13.2.1 Appoint additional Directors to the Board either to fill a casual vacancy or as an addition to the Board; and
- 13.2.2 Remove any Director from office and appoint another person as a replacement.

13.3 Vacation of Office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act or by virtue of any order made under the Act, the office of a Director immediately becomes vacant if he or she:

- 13.3.1 Becomes bankrupt or insolvent or suspends payment or compounds with his or her creditors;
- 13.3.2 Is convicted of an indictable offence;
- 13.3.3 Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any law relating to mental health; or
- 13.3.4 Resigns from office by notice in writing to the Company.

13.4 Vacancy

- 13.4.1 Notwithstanding any of the provisions of the Constitution, the Directors may act (notwithstanding any vacancy in their body), their number falls below any minimum required by clause 13.1.1 (or if no minimum is fixed, below the number required to constitute a quorum of Directors pursuant to clause 16.2) in an emergency or for the purpose of filling up vacancies of the Board or to summon a general meeting of the Company.
- 13.4.2 Any Director appointed pursuant to clause 13.4.1 will only hold office until the next following general meeting of the Company, but will then be eligible for re-election.

13.5 Eligibility

- 13.5.1 A person shall not be eligible for election to the office of a Director at any general meeting unless:
 - 13.5.1.1 The person is a Director who was appointed pursuant to clause 13.2 or has been nominated by the Directors for election at that general meeting; or

- 13.5.1.2 The person is proposed by a Member, and the proposing Member or the person leaves a notice at the Registered Office which nominates the person for the office of Director and includes the written consent of the person nominated to act as a Director.
- 13.5.2 A notice given in accordance with must be left at the Registered Office at least thirty (30) days before the relevant general meeting.
- 13.5.3 Notice of each person standing for election to the office of Director must be given to all persons entitled to receive notice of general meetings at least seven (7) days prior to the relevant general meeting.

13.6 Remuneration of Directors

No payment will be made to any Director of the Company other than the payment of:

- 13.6.1 Out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;
- 13.6.2 Any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service;
- 13.6.3 Any salary or wage due to the Director as an employee of the Company where the terms of employment have been approved by the Directors of the Company; and
- 13.6.4 An insurance premium in respect of a contract insuring a director to which subsection 212(1) of the Act refers or the provision of a financial benefit to a director to which subsection 212(2) of the Act.

14. POWERS OF DIRECTORS

14.1 General Powers

- 14.1.1 Subject to the Act and this Constitution, the management and control of the business and affairs of the Company shall be vested in the Directors who may exercise all powers of the Company which are not by the Act or this Constitution required to be exercised by the Company in general meeting.
- 14.1.2 No resolution passed by the Company in general meeting shall have the effect of invalidating any prior act of the Directors which would have been valid if the resolution had not been passed.

14.2 Borrowing Powers

- 14.2.1 The Directors may exercise all the powers of the Company to:
 - 14.2.1.1 Raise or borrow any sum or sums of money for the purposes of the Company; and
 - 14.2.1.2 Secure the payment or repayment of any amount payable by the Company and any other obligation or liability in such manner and on such terms and conditions as they think fit whether upon the security of any mortgage or charged upon all or any of the property, undertaking and assets of the Company both present and future.

14.3 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by the persons and in the manner determined from time to time by the Directors and failing such determination by any two Directors.

14.4 Conferment of Powers

- 14.4.1 The Directors may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Directors as they may think fit for such time and to be exercise for such purposes and on such terms and conditions and with such restrictions as they think expedient.
- 14.4.2 Powers conferred under this clause may be exercised concurrently with the powers of the Directors in that regard and the Directors may from time to time withdraw, revoke or vary all or any of such powers.

15. DIRECTORS' DISCLOSURE OF INTEREST

- 15.1 A Director and any firm, body or entity in which a Director has a direct or indirect material interest may in any capacity:
 - 15.1.1 Enter into any contract or arrangement with the Company; and
 - 15.1.2 Act in a professional capacity, other than as auditor, for the Company

and any Director or firm, body or entity so contracting or being so interested is not liable to account to the Company for any profit realised by any such contract or arrangement by reason only of the Director holding that office or of the fiduciary relationship established by the Director holding that office.
- 15.2 A Director must disclose his interest in accordance with the Act and the Secretary must record all declarations in the minutes of the relevant meeting.
- 15.3 The Board shall, at its absolute discretion, determine whether the interest of a Director is material.
- 15.4 Where such interest is material no payment or benefit shall be paid by the Company for such services other than for the recovery of fair and reasonable out of pocket expenses, unless the Board gives specific approval for such additional payments or benefits.
- 15.5 A Director's failure to make disclosure under this clause does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- 15.6 No Director shall vote as a Director in respect of any contract or arrangement in which he has a material interest and if does purport to vote his vote shall not be counted.
- 15.7 A Director may not attest the affixing of the common seal to any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has an interest.
- 15.8 A general notice given to the Board by a Director that the Director is an officer, a member or otherwise interested in any specific corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.

16. PROCEEDINGS OF DIRECTORS

16.1 Meetings of the Board

- 16.1.1 The Directors will at least twice a year meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.
- 16.1.2 A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Board by giving at least 24 hours notice of the meeting to all Directors except a Director who the person convening the meeting reasonably believes to be outside Australia.
- 16.1.3 Notice of a meeting of the Board need not be in writing.
- 16.1.4 Without limiting the discretion of the Directors to regulate their meetings under this clause, a meeting of the Board may with the consent of all Directors consist of a conference between Directors some or all of whom are in different places if each Director who participates is able:
 - 16.1.4.1 To hear each of the other participating Directors addressing the meeting; and
 - 16.1.4.2 If he so wishes, to address each of the other participating Directors simultaneously whether directly, by conference telephone, video conferencing facility or any other form of communications equipment or by a combination of such methods. A meeting held in this way will be taken for the purposes of the Constitution to be held at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place where the Chairperson of the meeting participates. Any Director may, by prior notice to the Secretary, indicate that he wishes to participate in a meeting in such manner. In this event, the Directors, if they all consent to the meeting being held in the manner referred to in this clause shall procure that an appropriate conference facility is arranged at the expense of the Company. A Director who has consented to a meeting being held in the manner referred to in this clause may only withdraw his consent within a reasonable period before the meeting.
- 16.1.5 No Director may leave a conference held in accordance with clause 16.1.4 by disconnecting his means of communication unless he has previously obtained the express consent of the Chairperson of the meeting. A Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during

the meeting by telephone or other means of communication unless he has previously obtained the express consent of the Chairperson to leave the conference.

- 16.1.6 All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

16.2 Quorum

- 16.2.1 Until the Directors resolve the contrary four (4) Directors personally present (or in conference in accordance with clause 16.1.4) of which at least fifty (50%) of those Directors present must be ophthalmic health care professional form a quorum must be present at all times during the meeting. A Director who is disqualified from voting on a matter pursuant to clause 16.1.4 shall be counted in the quorum despite that disqualification.

16.3 Chairperson

- 16.3.1 The Chairperson shall, if present, preside as chair of every meeting of the Board.
- 16.3.2 If a meeting of the Board is held and the Chairperson is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, the Deputy Chairperson shall preside as chair of the meeting or, if the Deputy Chairperson is not present or is unwilling to act then the other Directors present must elect one of their number to be chair of the meeting.

16.4 Voting

- 16.4.1 A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- 16.4.2 Each Director shall have one vote.
- 16.4.3 In case of an equality of votes at a meeting of the Board, the Chairperson has a casting vote in addition to his deliberative vote.

16.5 Circular Resolutions by Directors

- 16.5.1 A resolution in writing signed by a majority of the Directors for the time being entitled to vote in relation to the resolution (not being

less than a quorum) and stating that the signatories are in favour of the resolution will be as valid and effectual from the time it is signed by the last Director as if it had been passed at a duly convened meeting of Directors provided each Director has received twenty four (24) hours notice of the resolution.

- 16.5.2 A resolution in writing may consist of several documents in like form each signed by one or more Directors.
- 16.5.3 Every such resolution shall be deemed to have been passed on the day and at the time which the document was last signed by a Director.
- 16.5.4 A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this clause be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.
- 16.5.5 An email which is received by the Company and which purports to be sent from a Director shall for the purposes of this clause be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.

16.6 Committee of Directors

- 16.6.1 The Directors may form and delegate any of their powers to a Committee consisting of such Directors as they think fit and may from time to time revoke such delegation.
- 16.6.2 A Committee must in exercise of the powers delegate to it conform to any directions and restrictions that may be imposed on it by the Directors. A power so exercised shall be taken to be exercised by the Directors.
- 16.6.3 The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Directors contained in the Constitution.
- 16.6.4 A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Act and this Constitution to be made entered and signed.

16.7 Validation of Acts of Directors

- 16.7.1 All acts done:
 - 16.7.1.1 At any meeting of the Board or;
 - 16.7.1.2 By a Committee; or
 - 16.7.1.3 By any person acting as a Director;

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

17. MINUTES

- 17.1 The Directors must cause minutes to be kept in accordance with the Act for the purposes of recording:
 - 17.1.1 The names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
 - 17.1.2 All orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees;
 - 17.1.3 Such matters as are required by the Act to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict or duty or interest may arise.
- 17.2 Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting and the minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

18. TREASURER

- 18.1 It is the duty of the Treasurer to ensure that:
 - 18.1.1 All money due to the Company is collected and received and that all payments authorised by the Company are made; and
 - 18.1.2 Correct books and accounts are kept showing the financial affairs of the Company including full details of all receipts and expenditure connected with the activities of the Company.

19. SECRETARY

- 19.1 There must be at least one Secretary appointed by the Directors for a term and at remuneration and on conditions determined by the Directors.

19.2 Any Secretary so appointed may be removed by the Directors.

19A. AUDIO CONFERENCE

19A.1 A meeting of the Board may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

19A.2 For the avoidance of doubt, the Directors may meet in person or by contemporaneous linking together by telephone or other means (or by some meeting in person and some by telephone or other means) of a sufficient number of Directors to constitute a quorum.

19A.3 A resolution passed at an Audio Conference meeting shall be taken to have been passed at a meeting of the Board held on the day on which and at the time at which the Audio Conference meeting was held.

19A.4 The provisions of this Constitution relating to proceedings of the Board apply so far as they are capable of application to an Audio Conference meeting.

20. EXECUTION OF DOCUMENTS

20.1 Without limiting the manner in which the Company may execute any contract, including as permitted under Section 127 of the Act, the Company may execute any agreement, deed or other document by:

20.1.1 Two Directors signing the same; or

20.1.2 One Director and one Secretary signing the same.

20.2 Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

21. ACCOUNTS AND INSPECTIONS OF RECORDS

21.1 The Directors shall cause proper financial records to be kept and must distribute copies of the financial reports of the Company and a Director's report in accordance with the requirements of the Act and also from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members not being Directors.

21.2 The Directors must cause the accounts of the Company to be audited in accordance with the requirements of the Act.

22. AUDIT

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

23. NOTICES

- 23.1 A notice may be given by the Company to any Member by:
 - 23.1.1 Serving it on the Member personally;
 - 23.1.2 Sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - 23.1.3 Facsimile to the facsimile number supplied by the Member to the Company for the giving of notices; or
 - 23.1.4 Sending it to the electronic address supplied by the Member to the Company for the giving of notices.
- 23.2 Any Member who has not left at or sent to the Office his place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- 23.3 Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- 23.4 Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- 23.5 A notice may be given by the Company to the persons entitled to a share in consequence of death, lunacy or bankruptcy of a Member by:
 - 23.5.1 Service on the Member personally;
 - 23.5.2 Sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia supplied for the purpose by the person claiming to be entitled;
 - 23.5.3 By giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
- 23.6 Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by another Officer of the Company to that effect shall be conclusive evidence of service.

24. NOTICES OF GENERAL MEETING

24.1 Subject to clause 23.1, notice of every general meeting must be given in any manner authorised by this Constitution to:

24.1.1 Every Member; and

24.1.2 The auditor (if any) for the time being of the Company.

25. WINDING UP

25.1 Subject to clause 25.2, if the Company is wound up:

25.1.1 Each member; and

25.1.2 Each person who ceased to be a Member in the preceding year undertakes to guarantee and contribute to the property of the Company for the:

25.1.3 Payment of the debts and liabilities of the Company (but in relation to those persons referred to in clause 25.1.2 above, only those contracted before the person ceased to be a Member) and payment of the costs, charges and expenses of winding up; and

25.1.4 Adjustment of the rights of the contributories amongst themselves.

25.2 The guarantee and contribution of each Member as set out in clause 25.1 shall be limited to a maximum of \$1.00.

25.3 If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution or corporation which has:

25.4 Objects which are similar to the Objects;

25.5 A constitution which requires its income and property to be applied in promoting its objects; and

25.6 A constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by clause 4.

25.7 For the purposes of tax exempt status in the United States, the language describing the dissolution stipulations is as follows:

Upon the dissolution of the organisation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code."

The identity of the corporation or institution is to be determined by the Members at or before the time of dissolution and failing such determination being made, by application to the Supreme Court for determination.'

26. INDEMNITY AND INSURANCE

26.1 Indemnity to Officers

26.1.1 To the extent permitted by law, the Company indemnifies every person who is or has been an officer of the Company against any liability (other than a liability for legal costs) incurred by that person as such an officer of the Company but the Company or a Related Company must not indemnify an officer (whether by agreement or by making a payment and whether directly or through an interposed entity) against any of the following liabilities incurred as an officer of the Company:

26.1.1.1 A liability owed to the Company or a related body corporate;

26.1.1.2 A liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Act; or

26.1.1.3 A liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

26.1.1.4 To the extent permitted by law the Company indemnifies every person who is or has been an officer of the Company against liability for legal costs incurred by that person as such an officer of the company except in the circumstances prohibited by the Act.

26.2 Insurance

26.2.1 The Company may pay the premium in respect of a contract insuring an officer of the Company against any liability incurred by the officer as an officer, and against any liability costs and expenses incurred by the officer in prosecuting or defending proceedings, whether civil or criminal, and whatever the outcome of the proceedings, except in circumstances prohibited by law.