

CALIGO MUNDI LIMITED

ACN 130 242 483

CONSTITUTION

CALIGO MUNDI LIMITED – CONSTITUTION

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The Constitution of
CALIGO MUNDI LTD.
(ACN 130 242 483)

1. **DEFINITIONS**

In this Constitution unless there is something inconsistent in the subject or context:

"**Act**" means the Corporations Act 2001 (Cth) and any statutory modification amendment or re-enactment thereof;

"**ASIC**" means the Australian Securities and Investments Commission;

"**Board**" means the Board of Directors of the Organization;

"**Chair**" means the chairman of the Board of Directors of the Organization, or of a meeting of the Organization;

"**the Organization**" means Caligo Mundi Limited. (ACN 130 242 483);

"**Entity**" means an individual, partnership, or corporation;

"**Member**" is any entity which the Board in its discretion admits to membership;

"**Monies**" includes all funds, contributions, fees, and levies payable by a Member;

"**Procedures**" means any operational procedures made by the Board under this Constitution;

"**Secretary**" means the natural person appointed to perform the duties of a secretary of the Organization.

"**Suspended Members**" are Members who are temporary denied the right to take part in the Organization as a disciplinary measure.

2. **OBJECTS**

2.1 The name of the Organization is Caligo Mundi Limited.

2.2 The Organization is established as a special purpose, not-for-profit company.

2.3 The objects for which the Organization is established are:

- (a) the running of community events and activities including but not limited to role playing games and board game events.
- (b) to have due regard to all relevant law, codes of conduct, and fairness in the circumstances.
- (c) to adopt Procedures as formulated by the Board from time to time, for, among other things, resolving complaints concerning Members, and which shall be a contract between each Member and the Organization.
- (d) to marshal and develop the resources necessary to ensure that the objects of the Organization are met.
- (e) to establish and maintain relations and/or affiliations with bodies in the same or other industries which have objects similar or complementary to those of the Organization.
- (f) to raise from Members such funds as may be necessary to fulfil for any of the objects of the Organization.
- (g) to open and operate any bank, building society or credit union account and to invest and deal with any moneys of the Organization in such a manner as may from time to time be determined.

- (h) to give any guarantee or indemnity that may be necessary for the payment of any money or the performance of any obligation connected with or arising out of the activities of the Organization.
- (i) to appoint from time to time, with either full or restrictive powers, and with or without powers of delegation, and either with or without remuneration, agents, attorneys or other persons or corporations under Power of Attorney or otherwise for the purpose of carrying out and completing all or any of the objects of the Organization and of arranging, conducting or managing the business and affairs of the Organization or any matter or concern whatsoever in which the Organization is or may become interested or concerned and from time to time revoke, modify or cancel all or any such appointment or delegations.
- (j) to apply for and obtain any Order, Act of Parliament or Royal Charter, provisional or otherwise, for enabling the Organization to carry any of its objects into effect and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Organization.

2.4 The income and property of the Organization shall be applied solely towards the promotion of the objects of the Organization and no portion shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to Members for the Organization.

2.5 No Member shall be liable for the obligations or liabilities of the Organization. The failure of the Organization shall not be grounds for imposing personal liability on any Member for the liabilities of the Company.

2.6 If, upon the winding up or dissolution of the Organization, there remains after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some institution or institutions having objects similar or in part similar to the objects of the Organization which in turn prohibits the distribution of its income and property among its members.

3. **MEMBERSHIP**

3.1 The number of Members to be registered with the Organization is unlimited.

3.2 Only entities recorded in the Register of Members are Members.

3.3 Suspended Members may not vote on changes to the Constitution.

4. **APPLICATION FOR MEMBERSHIP**

4.1 The Board shall in its absolute discretion determine whether to admit or reject an applicant for membership. The Board may reject any application but will provide reason for any such rejection.

4.2 An applicant for membership shall be notified promptly of admission or rejection by the Board. The applicant is admitted to the membership when the name of the applicant is entered in the Register of Members.

5. **CESSATION OF MEMBERSHIP**

5.1 Any Member may resign from the Organization by giving the Board at least 1 months notice in writing.

- 5.2 The Board may in its absolute discretion resolve:
- (a) to accept the resignation of a Member at any time even if notice has not been given; or
 - (b) waive any portion of the notice period.

- 5.3 If a Member:
- (a) ceases to behave in a manner which would entitle it to membership of the Organization; or
 - (b) has his or her Membership suspended within six months of returning from a suspension; or
 - (c) is or becomes subject to any legislation or is convicted of a criminal offence;

the Board may immediately remove the Member from the Organization.

- 5.4 If a Member refuses or neglects to comply with the provisions of this Constitution, or the Procedures, or the Code of Conduct, or fails to pay any monies due to the Organization, or is expelled or excluded from any other role-playing organization, the Board, acting in good faith and in its sole discretion, may by resolution expel that Member, giving reasons for the expulsion which will be limited to the grounds set out in the notice provided in accordance with clause 20.

- 5.5 An expelled Member may submit an appeal to the Board and may be reinstated by the Board in its absolute discretion and upon such terms and conditions as it may see fit.

6. REPRESENTATION

- 6.1 The name and address of each Member will be recorded in a register held by the Organization.
- 6.2 Each Member will have power to appoint some other person to represent him or her at any meetings of the Organization provided that such person is authorised in writing to act as such and the Secretary has been notified in writing of such appointment.

7. GENERAL MEETING

- 7.1 An annual general meeting of the Organization shall be held in accordance with the provisions of the Act. All meetings other than the annual general meeting shall be called extraordinary meetings.
- 7.2 The Members shall be given at least 21 days' notice of any meeting.
- 7.3 Any notices of a meeting must specify the place, day and hour of the meeting and the general nature of any special business to be considered at that meeting.
- 7.4 The calculation of the number of days required for the notice referred to in clause 20 shall be exclusive of the day on which the notice is served, or deemed to be served, and of the day for which the notice is given.
- 7.5 The business to be transacted at the annual general meeting of the Organization shall include as ordinary business the following:
- (a) To receive, consider and (if thought fit) to adopt the Organization's annual financial report and the report of the Board.

- (b) To note the appointment of directors by the Board.
- (c) To transact any other business of which notice has been given.

8. **PROCEEDINGS AT GENERAL MEETING**

- 8.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 8.2 A quorum for general meetings is at least 10 Members, present in person, by proxy, or by duly appointed representatives.
- 8.3 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved - in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, then, the Members present shall be a quorum.
- 8.4 The Chair shall preside as Chair of every general meeting or in the Chair's absence the Members shall elect one of the Board to be Chair of the meeting.
- 8.5 The Chair of any meeting may, with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - (a) When a meeting is adjourned for 30 days or more notice of the adjourned meeting shall be given as in the case of the original meeting.
 - (b) Except for (a) it shall not be necessary to give any notice of adjournment or in respect of the business to be transacted at an adjourned meeting.
- 8.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded (before or on the declaration for the result of the show of hands) either by the Chair of the meeting or by at least three Members present in person by proxy or by representative.
 - (a) Unless a poll is so demanded, a declaration by the Chair of the meeting that a resolution has, on a show of hands, been carried unanimously or carried by a particular majority or lost, and an entry to that effect in the book containing the Minutes of proceedings of the Organization shall be conclusive evidence of the fact without particulars of the number or proportion of the votes recorded in favour of or against the resolution.
 - (b) The demand for a poll may be withdrawn.
- 8.7 If a poll is duly demanded, it shall be taken in such manner and either at once or after an interval of adjournment or otherwise as the Chair of the meeting directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a Chair or on question of adjournment shall be taken forthwith.
- 8.8 At meetings of Members each Member may vote in person, by its duly appointed representative or by the proxy. On a show of hands or on a poll,

every Member present and entitled to vote in person, by its duly authorised representative or by proxy shall have one vote. The exception is the Chair who shall not vote except as outlined in 8.9.

- 8.9 In case of an equality of votes either on a show of hands or on a poll the Chair of the meeting shall be entitled to a casting vote.
- 8.10 The instrument appointing a proxy shall be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing. A proxy may, but need not, be a Member. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 8.11 The instrument appointing a proxy shall be in or to the effect of the form on the following page or a form as near thereto as circumstances admit.
- 8.12 The instrument appointing a proxy shall be deposited with the Secretary not less than 24 hours before the time for holding the general meeting or adjourned general meeting at which the person named in the instrument proposes to vote failing which the instrument of proxy shall be treated as invalid.

Caligo Mundi Limited
(ACN 130 242 483)
Proxy

_____ or their duly authorised representative
HEREBY APPOINTS _____
of _____ (address)
as proxy to vote for and on behalf of the Appointor at the meeting of the Organization to be
held on the ____/____/____ and at any adjournment thereof.
Motion: _____ For/Against: _____

Unless otherwise instructed the proxy may vote as they think fit.

SIGNED

Appointer

_____/_____/_____
Date

9. BOARD OF DIRECTORS

- 9.1 To ensure independence, the Chair must be a person who is free from any interest and any business or other relationship which could or could reasonably be perceived to materially interfere with the Chair's ability to act in the best interests of the Organization.
- 9.2 The Chair shall hold the position for a period of three (3) years, or such other period as determined by the Board.
- 9.3 The Board reserves the right to veto or modify any decisions made by any level of the Organization below it.
- 9.4 The Board shall be comprised of such Directors having governance over individual portfolios of responsibility as the Board deems necessary to fulfil the objectives of the Organization and detailed in the Procedures as amended from time to time.

10. DIRECTORS: TENURE OF OFFICE

- 10.1 A director shall hold office for a period of three (3) years.
- 10.2 A director shall be eligible for re-appointment to the Board.
- 10.3 Any casual vacancy in the number of directors appointed may be filled in accordance with the process outlined in the Procedures.

11. **ALTERNATE DIRECTORS**

11.1 Any Director may appoint another person to be that Director's alternate Director, subject to the Board's approval, during such period as that Director is unable to act.

12. **POWERS AND DUTIES OF THE BOARD**

12.1 The business of the Organization shall be managed by and vested in the Board which may exercise all such powers of the Organization except those that are by the Act or by this Constitution to be exercised by the Organization in general meeting.

12.2 The Board shall have the management and control of the income, funds and property of the Organization and, within and subject to any policy determined at general meetings of the Organization, the management and superintendence of all other affairs and executive functions of the Organization (including taking legal action or initiating proceedings to enforce actions against other Entities).

12.3 The Board may delegate any of its powers to a Director or to committees consisting of Members under any terms and conditions the Board may see fit and may fix the quorum of any such committee.

13. **PROCEEDINGS OF THE BOARD**

13.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time and the Secretary shall on the requisition of a director summon a meeting of the Board.

(a) The Board shall meet at such place as shall be determined from time to time by it and in the absence of any such determination such place as the Secretary, on the instructions of the Chair, shall notify.

(b) Questions arising at any meeting of directors shall be decided by a majority of votes and a determination by a majority of directors shall for all purposes be deemed a determination of the Board. All directors receive one vote except for the Chair. In the case of an equality of votes the Chair of the meeting shall have a casting vote.

(c) At least seven days notice shall be given to every director of any meeting of the Board specifying the time and place and general nature of the business of such meeting, this time may be waived with the unanimous agreement of the directors. Where the Chair considers an emergency exists the Chair may take such steps as the Chair considers necessary to notify directors of the proposed meeting notwithstanding that seven days notice shall not have been given.

(d) The quorum necessary for the transaction of the business of the directors shall be a majority of the directors.

(e) The Chair shall preside as Chair at every meeting of the Board, but if the Chair is absent, unwilling to act or is not present within fifteen minutes of the time appointed for the holding of the meeting, the directors present shall elect one of them to be Chair of the meeting.

- (f) All acts done by any meeting of the Board or by any person acting as a director shall, notwithstanding that it be afterwards discovered there was some defect in the appointment of any such person or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
- (g) Without limiting the discretion of the directors to regulate their meetings the directors may, if they think fit, confer by radio, telephone, internet, or other electronic or optical means of audio or audio-visual communication and a resolution passed by such a conference shall, notwithstanding that the directors are not present together in one place at the time of the conference, be deemed to have been passed at a meeting of the directors held on the day on which and at the time at which the conference was held. The provisions of this Constitution regulating the proceedings of directors apply so far as they are capable for application to such a conference.

13.2 If all the directors have signed a document containing a statement that they are in favour of a resolution of the directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the directors held on the day on which the document was signed and at the time at which the document was last signed by a director or, if the directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a director.

13.3 For the purposes of this clause, two or more separate documents containing statements in identical terms each of which is signed by one or more directors shall together be deemed to constitute one document containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.

13.4 A reference in this clause to all the directors does not include a reference to a director who, at a meeting of directors, would not be entitled to vote on the resolution.

14. **VACATION OF OFFICES**

14.1 A director shall be deemed to have vacated office if that director:

- (a) acts in such a way as to be Suspended by the Board;
- (b) becomes a person whose person or estate is liable to be dealt with under any law relating to mental health;
- (c) resigns office by notice in writing to the Board;
- (d) is absent without the permission of the Board from three consecutive board meetings;
- (e) is directly or indirectly interested in any contract or proposed contract with the Organization and fails to declare the nature of that director's interest in the manner required by law; or

- (f) is removed by a 75% majority vote of a quorate meeting of the Members.

15. **SECRETARY**

15.1 The Board shall appoint one or more Secretaries for such term and upon such conditions as it may think fit and any Secretary so appointed may be removed by it.

16. **DOCUMENTS**

16.1 The Organization may execute a document if the document is signed by:

- (a) two directors of the Organization; or
- (b) a director and Secretary of the Organization; or
- (c) a director and Chair of the Organization.

17. **FINANCIAL PERIOD AND CONTRIBUTION OF MONIES**

17.1 The financial year for the Organization shall terminate on the thirty-first day of December, or such other date as the Board may determine.

17.2 The Organization may raise monies through membership fees, event attendance fees, or through fundraising events or private donations as deemed appropriate by the Board.

17.3 The Organization shall retain for seven years records of amounts paid by each Member.

18. **INDEMNITY**

18.1 Every person who is or has been an officer of the Organization is indemnified (to the maximum extent permitted by law) out of the assets of the Organization against any liabilities or expenses incurred by that person:

- (a) In defending any proceedings relating to that person's position with the Organization, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or which are withdrawn before judgment; or
- (b) In connection with any administrative proceedings relating to that person's position with the Organization, except proceedings which give rise to civil or criminal proceedings against that person in which judgment is not given in that person's favour or in which that person is not acquitted or which arise out of conduct involving lack of good faith; or
- (c) In connection with any application in relation to any proceedings relating to that person's position with the Organization, wither civil or criminal, in which relief is granted to that under the Act by the Court.

18.2 Every person who is or has been an officer of the Organization is indemnified, to the maximum extent permitted by law, out of the assets of the Organization against any liability to another person (other than the Organization or its related bodies corporate) unless the liability arises out of conduct involving a lack of good faith, or a breach of the Procedures.

- 18.3 For the purposes of this Constitution “officer” means an officer as defined in the Act.
- 18.4 The benefit of any indemnity given pursuant to this clause will continue in respect of any liability arising out of any act or omission occurring prior to the modification or deletion of this clause and will continue to apply even after the terms of this clause have been modified or deleted.
- 18.5 Any person indemnified under this clause must give notice to the Organization as soon as reasonably practicable after becoming aware of any claim which gives rise or may give rise to a liability by the Organization to indemnify that person.

19. NOTICES

- 19.1 A notice may be given by the Organization to any Member:
 - (a) by serving it on the Member personally; or
 - (b) by sending it by post to the Member at the address shown in the Register of Members or the address supplied by the Member to the Organization for serving notices.
 - (c) by email to the Member’s email addresses supplied by the Members. A notice by email will be deemed to have been served on a Member if the Organization does not receive a notification of email transmission errors or undeliverability within 24 hours of the email being sent.
- 19.2 Members may direct the Organization as to how they wish to be served notices.
- 19.3 If, for whatever reason, the Organization is unable to serve notices in accordance with the directions of the Member or if service in accordance with the directions of the Member causes inconvenience to the Organization, the Organization may elect to serve notices by email.
- 19.4 Where a notice is given by the Organization to a Member’s representative personally or by email, service of the notice shall be deemed to have been effected immediately.
- 19.5 Where a notice is sent by post, service of that notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a meeting, on the day after the date of its placement and, in any other case, at the time at which the letter would be delivered in the ordinary course of having a letter delivered by courier.
- 19.6 Notice of every general meeting shall be given to:
 - (a) every Member entitled to vote at the meeting; and
 - (b) every officer of the Organization

unless they specify that they do not wish to receive such notice. Any other documentation (including financial statements) if posted on the Organization’s website, shall be deemed to form portion of the notice of the general meeting.
- 19.7 No other person shall be entitled to receive notices of general meetings.

20. **MEMBER CONDUCT**

20.1 A Member of the Organization shall at all times conduct itself in accordance with the following:

- (a) A Member shall at all times when engaged in activities relating to the Organization follow the Procedures and Code of Conduct as determined by the Board and amended from time to time.
- (b) No Member shall make any media release or statement purporting to be on behalf of the Organization, unless directly instructed by the Board.
- (c) A Member shall at all times be fair in any criticism of the Organization and shall not improperly denigrate the work or reputation of the Organization.

21. **PROCEDURES**

- 21.1 The Board may create, modify or terminate any Procedure at its discretion.
- 21.2 The Board shall advise Members of any changes to the Procedures either in person, through email, posting to the Organization's social media, or website.
- 21.3 Any proposed Procedure will come into effect immediately upon being ratified by the Board.

22. **IMMUNITY FROM LIABILITY**

- 22.1 The Procedures may include any requirements specified by external third parties and ratified by the Board.
- 22.2 Each Member agrees to be prohibited from, and will not take legal action, and must not permit anyone to take legal action, against the Organization, its officers and employees for anything done in order to comply with relevant law, any requirement of the Constitution, the Procedures, ASIC, or any relevant regulator.