



CONSTITUTION

Corporations Act 2001

A Public Company Limited by Guarantee

Sonder Care Limited

Trading as Sonder – ABN 12 061 979 048



Contents

1.	Nature of the Company	3
2.	Objects	3
3.	Membership	3
4.	Application fee	5
5.	Cessation of membership	6
6.	Removal from membership	7
7.	No profits for Members	8
8.	Limited liability	9
9.	General Meetings of Members	9
10.	Proxies	12
11.	Board of Directors	13
12.	Powers and duties of the Board	14
13.	Chairperson and Deputy Chairperson	15
14.	Directors' Remuneration	15
15.	Proceedings of Board of Directors	15
16.	CEO	18
17.	Secretary	18
18.	By-laws	19
19.	Seals and Execution of Documents	19
20.	Gift Fund	19
21.	Indemnity	20
22.	Accounts, Audit and Records	20
23.	Notices	21
24.	Interpretation	22
25.	Surplus Assets on Winding Up or Dissolution	23
26.	Definitions	24

1. Nature of the Company

1.1 The Company is a public company limited by guarantee.

2. Objects

Objects of the Company

The ultimate objects of the Company are to strive to improve the health and wellbeing of those made vulnerable through the impact of poverty, poor mental health, chronic health conditions, inequality and inequity. The Company will, through the provision of support, advocacy and services achieve measurable health and wellbeing outcomes for the communities it serves through, amongst other things:

- (a) facilitating and delivering integrated and coordinated services to ensure clients, participants and customers receive appropriate care and support in a timely manner;
- (b) assisting the vulnerable in our communities to grow, develop and live personally fulfilling lives with dignity and self-determination;
- (c) resourcing the highest standards of organisational excellence to ensure the Company is efficient and accountable with strong governance and effective management;
- (d) developing processes and systems to plan, deliver and measure a range of front-line services to clients, participants and customers;
- (e) improving strategic and operational linkages with partners and stakeholders;
- (f) building a stronger focus on early intervention and the promotion of physical and mental health; and
- (g) doing such other things as are incidental or conducive to the operation of the Company and otherwise for the attainment of all or any of the above Objects of the Company.

3. Membership

Classes of Members

3.1 There shall be the following classes of Member of the Company:

- (a) Primary Members; and
- (b) Associate Members.

- 3.2 The number of Primary Members of the Company is limited to the number of serving Board Directors as per clause 11.3.
- 3.3 The number of Associate Members of the Company is unlimited.
- 3.4 The subscribers to this Constitution and such other persons as the Company admits to membership in accordance with this Constitution are Members of the Company.

Becoming a Member

- 3.5 A person is entitled to become a member as follows:
 - (a) Primary Member
any person who is a Director of the Company.
 - (b) Associate Member
any other person wishing to support the aims and objects of the Company may apply in writing for admission as an Associate Member of the Company. The Board by special resolution of the Board may determine who they can admit to associate membership of the Company.
- 3.6 Following any such application, the Board, by special resolution of the Board (75% of Directors attending and entitled to vote) may admit such persons to Associate Membership of the Company, as determined at the absolute discretion of the Board.
- 3.7 Primary Members shall have all rights conferred on a Member by this Constitution including the right to attend and to vote at the General Meetings of the Company.
- 3.8 Associate Members shall have all the rights conferred on a Member by this Constitution including the right to attend but not to vote at General Meeting of the Company.

Notifying Member of admission

- 3.9 Following the admission of a new Member, the Secretary must promptly:
 - (a) notify the Member in writing of the admission to membership and if applicable issue a receipt for the entrance fee paid by the Member on account of the application for membership; and
 - (b) cause the required details to be entered in the Members Register.

Ongoing Member obligations and rights

- 3.10 The Members of the Company agree to be bound by the provisions of this Constitution.
- 3.11 For so long as a Member abides by the provisions of the Constitution, the Members shall enjoy the rights and privileges of membership under this Constitution and the Act.
- 3.12 Primary Members have the right to:
- (a) receive notices of and to attend and be heard at any General Meeting of the Members of the Company;
 - (b) vote in person (by their representative) or by proxy at any properly convened General Meeting of the Members of the Company; and
- 3.13 Associate Members have the right to:
- (a) receive notices of and to attend and be heard at any General Meeting of the Members of the Company, but do not have the right to vote at a General Meeting of the Company.
 - (b) serve on Committees of Sonder as deemed appropriate by the Sonder Board of Directors

Register of Members

- 3.14 A Register of the Members of the Company must be kept in accordance with the Act (Members Register).
- 3.15 The following details must be entered and kept current in the Members Register in respect of each Member:
- (a) the full name and contact details of the Member;
 - (b) the date of admission to and cessation of membership;
 - (c) the category of membership; and
 - (d) such other information as the Board requires.
- 3.16 Members may inspect the Register in accordance with the Act.

4. Application fee

- 4.1 A Member may be required to pay such annual subscriptions as the Board may determine.
- 4.2 The Board is empowered to set the level of subscriptions and the method and frequency of payment of same.

- 4.3 The Board is empowered to set different rates of subscriptions for different categories of membership of the Company.
5. Cessation of membership
- 5.1 A Member may resign from membership of the Company by giving written notice to the Secretary, and:
- (a) the resignation shall take effect from the date of receipt of notice of the resignation or such later date as may be stated in the notice; and
 - (b) the Member's liability for any fees, subscriptions or other moneys in arrears at the date of such resignation shall continue until discharged by payment.
- 5.2 The Secretary may at any time by way of email or mail to the last notified email address of each Member request that each Member confirm to the Secretary in writing that it wishes to remain a Member of the Company.
- 5.3 An Associate Member shall cease to be a Member:
- (a) On the passing of a resolution;
 - (b) Upon the Member resigning in accordance with clause 5.1; or
 - (c) Upon the Member failing to confirm in writing to the Secretary within 14 Business Days of the date of receipt of a written notice from the Secretary issued pursuant to clause 5.2.
- 5.4 A Primary Member shall cease to be a Member:
- (a) On the passing of a resolution;
 - (b) On the cessation of their role as a Director;
 - (c) Upon the Member resigning in accordance with clause 5.1;
 - (d) Upon the Member failing to confirm in writing to the Secretary within 14 Business Days of the date of receipt of a written notice from the Secretary issued pursuant to clause 5.2; or
 - (e) On a liquidation or winding-up of the Company except for the purpose of reconstruction or amalgamation.
- 5.5 If any Member shall:
- (a) wilfully refuse or neglect to comply with the provisions of the Constitution of the Company; or
 - (b) be guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of the Company;

the Board shall have power by a special resolution of the Board to expel the Member from the Company and to erase the Member's name from the Register of Members provided that at least one (1) month before the meeting of the Board at which such a resolution is passed the Member shall have had notice of such meeting and of what is alleged against that Member and of the intended resolution and that Member shall at such meeting and before the passing of such resolution have an opportunity of to give orally or in writing an explanation or defence the Member may think fit.

5.6 To remain a Member, all Members must:

- (a) renew its membership in accordance with clause 5.2; and
- (b) pay such fees as may be prescribed by the Board in respect of their membership from time to time.

5.7 Renewal of membership is not automatic and an application for renewal of membership may be declined without reason.

5.8 Other cessation of membership:

A Member otherwise ceases to be a Member if the Member:

- (a) dies.
- (b) becomes bankrupt.
- (c) becomes of unsound mind or a person whose property is liable to be dealt with under a law regarding mental health.
- (d) is convicted of an indictable offence.
- (e) receives adverse findings issued by any regulator.

6. Removal from membership

6.1 Subject to clause 6.2 if a Member:

- (a) fails to comply with the terms and conditions set out in this Constitution; and/or
- (b) conducts themselves in a manner considered to be injurious or prejudicial to the character or interests of the Company; and/or
- (c) shows behaviour which is causing or has caused, or is likely to cause harm to the Company; and/or
- (d) has membership fees in arrears following the giving of a notice to that Member under clause 6.2, the Member's membership may be suspended by ordinary resolution of the Board, until a determination is

made regarding the removal of the Member from membership by ordinary resolution of the Company.

6.2 If a Member has been suspended by the Board pursuant to clause 6.1, they may only have their membership terminated if:

- (a) the Board has first given at least six weeks written notice to the Member which:
 - i. states the intention to terminate the Member's membership;
 - ii. sets out the grounds of the intended termination;
 - iii. invites the Member to provide to the Board (within a specified timeframe) any written representations which the Member wishes to be put to the General Meeting.
- (b) the Board has included in the notice of the meeting a copy of the Member's written representations (unless the written representations were not provided by the Member in the specified timeframe);
- (c) whether or not the Member has provided written representations, the Member has been given a full and fair opportunity to address the meeting; and
- (d) an ordinary resolution is passed by the membership at General Meeting, confirming the removal of the Member's membership.

6.3 If Members vote to terminate the Member's membership, that Member's liability for any fees or other monies in arrears as at the date of the Member's termination will become immediately due and payable to the Company.

6.4 If the membership does not pass an ordinary resolution at General Meeting to remove the Member's membership, that Member will have their membership reinstated and will enjoy all rights and privileges of membership of the Company. However, all membership fees and any other monies outstanding will become immediately due and payable.

6.5 There will be no liability for any loss or injury suffered by a Member as a result of any decision made in good faith under clauses 6.1 to 6.4.

7. No profits for Members

Transfer of income or property

7.1 Subject to clause 7.2, all the assets and income of the Company shall be applied solely in the furtherance of the objects of the Company and no portion shall be distributed directly or indirectly to any Member.

Payments, services and information

7.2 Nothing in clause 7.1 prevents the payment in good faith of an amount, calculated on arm's length terms in respect of:

- (a) remuneration payable to an employee of the Company, who is also a Member's representative, for services actually rendered to the Company; or
- (b) goods or services supplied to the Company by a Member in the ordinary and usual course of the Member's business.
- (c) Remuneration for carrying out one's role as a Director.

8. Limited liability

8.1 The liability of Members is limited.

8.2 If the Company is wound up, present Members and past Members, who were Members at any time during the last 12 months immediately before commencement of the winding up, must contribute to the Company's property an amount sufficient:

- (a) to pay the Company's debts and liabilities and the costs, charges and expenses of the winding up; and
- (b) to adjust the rights of the contributions among themselves.

However, no present Member or past Member need to contribute more than \$10.

8.3 On a winding up, any surplus must be given to an institution:

- (a) which has objects similar to the Company's objects; and
- (b) which cannot distribute its income and assets to its Members.

The Primary Members may decide the institution. If they do not do so, the Supreme Court of South Australia may decide the institution.

8.4 If the previous subclause cannot be given effect, on a winding up, any surplus must be given to the public university or charitable public institution.

9. General Meetings of Members

Convening of Meetings

9.1 The Chairperson or any 3 or more Directors or at least the number of Members permitted from time to time by the Act, may at any time request the Secretary to convene a General Meeting of the Members and the Secretary must comply with all such requests.

Notice of General Meeting

9.2 Notice of a General Meeting of the Members:

- (a) may be given by any form of communication permitted by the Act.
- (b) must specify the place, the day, the hour of meeting and the general nature of the business to be transacted and any other matters as are required by the Act.

9.3 The accidental omission to give notice of any General Meeting to, or the non receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the General Meeting.

Quorum at General Meetings

9.4 A quorum for the purpose of a General Meeting of Members shall be, save as herein otherwise provided, fifty percent (50%) plus one of the Primary Members of the Company present in person or by Delegate.

9.5 Members will be regarded as present for these purposes whether present personally by their representative or by proxy.

9.6 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the Chair:

- (a) if the meeting was convened by or on the requisition of Members, it must be dissolved; or
- (b) in any other case it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.

9.7 If a meeting has been adjourned to another time and place determined by the Board, then notwithstanding any other provision, not less than 7 days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

9.8 If, at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Appointment of Chair and powers of Chair

9.9 The Chairperson or, in his/her absence, the Deputy Chairperson, if any, shall preside as Chair at every General Meeting of Members.

9.10 If for any reason there is not then a Chairperson or a Deputy Chairperson, or neither of them is present within 15 minutes of the time nominated for the meeting to start, the Directors who are present shall select one of their number to Chair the meeting.

- 9.11 The Chair of a General Meeting may in his/her discretion, expel any person from a General meeting if the Chair reasonably considers that the person's conduct is inappropriate.

Casting vote of Chair

- 9.12 The Chair of a General Meeting is entitled to a second or casting vote on any resolution, whether by show of hands or on a poll.

Adjournment of meetings

- 9.13 The Chair may, with the consent of any meeting at which a quorum is present and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- 9.14 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 9.15 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 9.16 When a meeting is adjourned for less than 30 days, it is not necessary to give a further notice of the adjourned meeting.

Vote on a poll

- 9.17 A poll may be demanded in respect of a resolution at a General meeting:
- (a) by the Chair; or
 - (b) by at least 2 Primary Members present and entitled to vote on the resolution;
 - (c) before the vote on that resolution is taken;
 - (d) before the result is declared on a show of hands; or
 - (e) immediately after the result is declared on a show of hands.
- 9.18 On a poll every Primary Member present in person or by proxy has one vote.
- 9.19 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a Chair or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the Chair directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 9.20 A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.

10. Proxies

Proxies and representatives of Primary Members

- 10.1 At meetings of Members, each Primary Member entitled to vote may vote in person by its representative or by proxy.
- 10.2 A person attending as a proxy shall be deemed to have all the powers of the relevant Member, except where expressly stated to the contrary in this Constitution or the Act.

Appointment of proxies

- 10.3 A Primary Member may appoint another Primary Member's representative as their proxy to attend and vote in their place at a General Meeting.
- 10.4 The proxy must be appointed in writing, in the form from time to time required by the Board and signed by the Primary Member appointing the proxy.
- 10.5 If the document appointing a proxy specifies the manner in which the proxy is to vote in respect of a particular resolution, the proxy is not entitled to vote on the resolution except in the manner specified in the document.

Verification of Proxies

- 10.6 Notwithstanding any other provision, a proxy shall be deemed to be invalid unless each Primary Member appointing a proxy must send or deliver to the Company, for receipt by 5pm on the last Business Day before the time for holding the meeting or adjourned meeting at which the proxy proposes to vote, the following:
- (a) the document appointing the proxy; and
 - (b) if the appointment is signed by the Member's attorney, the authority under which the appointment was signed or a certified copy of that authority
 - (c) The required documents must be either sent or delivered to the Company's office address, fax number or electronic address, and marked to the attention of the relevant person, as specified for that purpose in the notice convening the meeting.

Revocation of appointment of proxy

- 10.7 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite:
- (a) the death or unsoundness of mind of the appointor; or
- the revocation of the instrument or of the authority under which the instrument was executed, except where the Secretary has been notified in writing of

such event before the commencement of the meeting or adjourned meeting at which the proxy is used, in which case the proxy shall be deemed to be invalid.

Specific proceedings of an Annual General Meeting

- 10.8 With the notice of the Annual General Meeting there shall be forwarded a copy of the audited balance sheet and financial statement to be presented to the Annual General Meeting.
- 10.9 The accidental omission to give notice of a meeting to any Member shall not invalidate the proceedings at any General Meeting.
- 10.10 All business shall be special business that is transacted at a General Meeting.
- 10.11 The business of an Annual General Meeting shall be as follows:
- (a) To adopt and confirm the minutes of the previous Annual General Meeting;
 - (b) To receive the Directors' Report to Members;
 - (c) To receive and consider the Annual Audited Balance Sheet and Financial Statement;
 - (d) To elect, as necessary an Auditor or Auditors and to receive the Auditor's Report; and
 - (e) To deal with any other business which shall be deemed to be special business.

No business shall be transacted at an Annual General Meeting or any General Meeting of the Company unless a quorum of Primary Members is present in person or by proxy at the time when the meeting proceeds to business.

11. Board of Directors

- 11.1 The governance of the Company shall be the responsibility of the Board of Directors duly elected and appointed under and in accordance with this Constitution.
- 11.2 The Directors may exercise all of the powers of the Company which are not, by the Act or by this Constitution, required to be exercised by the Members in a General meeting.

Composition of the Board

- 11.3 The Board shall consist of not less than seven (7) or more than nine (9) persons.
- 11.4 All Directors shall be appointed for a three-year term but shall be eligible for reappointment.

- 11.5 The Company may, by ordinary resolution of its Primary Members, increase or decrease the minimum or maximum number of Directors (provided that the minimum must not fall below 3 as required by the Act) and may also determine in what rotation the Directors appointed as the result of any such alteration are to go out of office.

Appointment of Board Directors

- 11.6 When considering persons for appointment as Board Appointed Directors, the Board shall have regard to the desired skills and other competencies which will assist the Board in discharging its role and functions in view of the skills and other competencies brought to the Board by the existing Directors then on the Board.

Retirement from office

- 11.7 A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire.
- 11.8 A notice of resignation takes effect at the time of giving the notice to the Company or, if another time is specified in the notice, at that time.

Vacation of Office

- 11.9 Without limiting any other provision, the office of a Director becomes vacant if required by the Act or if the Director:
- (a) becomes an insolvent under administration;
 - (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (c) is absent without the prior consent of the Directors from 3 consecutive meetings of the Directors and the Board resolves that the office of that Director be vacated; or
 - (d) becomes prohibited from being a Director by reason of an order made under the Act.

12. Powers and duties of the Board

- 12.1 Subject to the Act and to any other provisions of this Constitution the business and general affairs of the Company shall be under the governance of the Board who may pay all expenses incurred in promoting the Company and may exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by the Company in General Meeting.
- 12.2 The Board may exercise all the powers of the Company to borrow or raise money to mortgage, charge, lease, licence or sell any property or business of the Company, or any part thereof, and to issue debentures and other securities

whether outright or as security for any debt, liability, or obligation of the Company or of any other person.

- 12.3 The Company may in General Meeting set financial limits in relation to the exercise of all or any of the powers of the Board set out in this Constitution in which case the Board shall not exercise the powers in a manner which exceeds those financial limits without the prior approval of the Company in General Meeting.
- 12.4 Any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Board think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

13. Chairperson and Deputy Chairperson

- 13.1 The Board shall elect one of their numbers to be Chairperson who shall hold office until the next Annual General Meeting of the Company following their appointment. A Chairperson shall be eligible for re-election.
- 13.2 The Board shall elect one of their number to be Deputy Chairperson who shall hold office until the next Annual General Meeting of the Company following their appointment. A Deputy Chairperson shall be eligible for re-election.
- 13.3 The Board may in addition to Chairperson and Deputy Chairperson at any time elect any of its Members to hold an office of special responsibility in the Company.

14. Directors' Remuneration

Payment for Expenses

- 14.1 Directors shall be entitled to be remunerated for their role as Directors provided that such fees are approved annually in advance by the Board.

15. Proceedings of Board of Directors

Convening of Directors' Meetings

- 15.1 The Board shall meet not less than 4 times per year, but otherwise as necessary to discharge their duties and functions.
- 15.2 The Chairperson or the Deputy Chairperson or any other 2 Directors may request the Secretary to convene a meeting of the Board at any time and the Secretary must comply with such request.
- 15.3 Notice of each meeting of the Directors must be given to each Director at least 48 hours before the meeting, or otherwise as determined by resolution of the Board, except in the case of a Director who is out of Australia or who has been given leave of absence from the Board.

- 15.4 A Directors' meeting 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. The Directors may otherwise regulate their meetings as they think fit.

Quorum and Voting at Directors' Meetings

- 15.5 A quorum for the purposes of a meeting of the Board is a simple majority of the Board as then constituted.
- 15.6 Questions arising at a meeting of the Board must be decided in the manner from time to time determined by the Board, and in the absence of any such agreement, by a majority of votes of Directors present and voting.

Chair's Casting Vote

- 15.7 The Chair has a second or casting vote at meetings of Directors.

Delegation of Powers to Committee

- 15.8 The Board may delegate any of their powers, except this power to delegate to committees consisting of such Directors and such other persons as they think fit.
- 15.9 In the exercise of any powers delegated to it, a committee formed by the Board:
- (a) must conform to the directions of the Board; and
 - (b) otherwise shall conduct its meetings and proceedings in accordance with the provisions of this Constitution, as far as practicable, as if they were meetings and proceedings of the Board.

Validity of Acts of Directors

- 15.10 All acts done by a meeting of the Board or of a committee appointed by the Board or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a Member of the committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

- 15.11 The Board must cause minutes of all proceedings of General meetings, of meetings of the Board and of Committees formed by the Board to be entered within one month after the relevant meeting is held, in books kept for the purpose.
- 15.12 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chair of the meeting at which the proceedings took place or by the chair of the next succeeding meeting.

Resolution in Writing

- 15.13 A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Board passed at a meeting of the Board duly convened and held.
- 15.14 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- 15.15 In relation to a resolution in writing:
- (a) a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing; and
 - (b) a document bearing a facsimile of a signature is to be treated as signed.

Conflict of Interest

- 15.16 The Board shall agree from time to time in writing on its policy for the regulation of conflicts of interest, which shall include a requirement that Directors only be engaged to provide goods or services to or on behalf of the Company if:
- (a) that Director is for bona fide reasons considered by Board, agreed to be a suitable person to provide, such goods or services;
 - (b) bona fide attempts have been made to identify others who provide the goods or services and to compare rates and service levels of such others compared with the Director's rates and service levels;
 - (c) the goods or services are provided on arms-length terms;
 - (d) the provision of the goods and services is disclosed clearly and expressly to the Members in the annual report of the Company; and
 - (e) the Board agrees by ordinary resolution (excluding the interested Director) to the provision of the goods or services by the Director.

Sub-Committees

- 15.17 The Board may appoint from among its Members sub-committees for any purpose whatever which from time to time it may think desirable and may delegate to any such sub-committee such powers as it may think fit not being duties imposed on the Board as the Directors of the Company by the Act or the general law.
- 15.18 Each sub-committee appointed in accordance with the preceding Article shall have at least one (1) Director as a Member of that sub-committee.

- 15.19 Unless otherwise specified in the minute of the Board appointing the sub-committee the quorum of all sub-committees shall consist of a majority of the Members of such sub-committee.
- 15.20 Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 15.21 The Board and any sub-committee may also co-opt advisers who are not Members of the Company but such advisers shall have no vote.
- 15.22 A sub-committee may elect a Chairperson of its meetings; if no such Chairperson is elected or if at any meeting the Chairperson is not present within ten (10) minutes after the time appointed for holding the meeting, the Members present may choose one of their number to be chairman of the meeting.
- 15.23 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members of the sub-committee entitled to vote at General Meetings of the Company who are present, and in the case of an equality of votes, the Chairperson shall have a casting vote.
16. CEO
- 16.1 The Board may appoint any person, to the position of CEO, to act as Chief Executive Officer of the Company for the period and on the terms (including as to remuneration) the Board see fit.
- 16.2 The Board may, upon terms and conditions and with any restrictions they see fit, confer on the CEO any of the powers that the Board can exercise.
- 16.3 The Board may at any time revoke or vary an appointment of, or any of the powers conferred on, the CEO.
- 16.4 If the CEO becomes incapable of acting in that capacity the Directors may appoint any other person, not being a Director, to act temporarily as CEO until such time as the position can be permanently filled.
17. Secretary
- 17.1 The Directors may:
- (a) appoint and terminate the appointment of, one or more Secretaries;
 - (b) determine their terms and conditions of appointment.
- 17.2 A Secretary shall be responsible to carry out all acts and deeds required by this Constitution, the Act or by law to be carried out by the Secretary of the Company.

18. By-laws

18.1 The Board may by resolution make and adopt, or amend by-laws with respect to any matter or thing for the purposes of giving effect to any provision of this Constitution, or generally for the purposes of carrying out the objects of the Company. The by-laws shall be binding on the Members, provided that to the extent of any inconsistency, this Constitution shall prevail over all such by-laws.

19. Seals and Execution of Documents

19.1 If the Company has one, the Board must provide for the safe custody of the Seal.

19.2 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) a Director and some other person appointed by the Directors for the purpose.

19.3 The Company may execute a document without the use of a Seal if the document is signed by:

- (a) 2 Directors; or
- (b) a Director and the Secretary.

20. Gift Fund

The Company shall establish and maintain a gift fund

20.1 The gift fund shall be applied only for the principle objects of the Company as set out in the Constitution

20.2 All gifts of money or property which are for the principle purposes of the Company will be applied to the gift fund

20.3 No money or property other than that to be applied to the gift fund pursuant to clause 20.1 will be applied to the gift fund

20.4 If the gift fund is wound up or endorsement of the Company pursuant to the Income Tax Assessment Act, 1997 ("ITAA") as a gift recipient is revoked, any surplus assets of the gift fund will be forthwith transferred to another fund, authority or institution as determined by the Board of Governance which has objects similar to those set out in the memorandum of association and to which gifts are deductible under the ITAA.

21. Indemnity

Costs and Expenses

21.1 Every Officer and past Officer of the Company is indemnified by the Company against a liability for costs and expenses incurred by that person as an Officer:

- (a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
- (b) in connection with any application in relation to those proceedings in which the Court grants relief to the person under the Act.

Liabilities to Third Parties

21.2 Every Officer and past Officer of the Company is indemnified against a liability incurred by that person as an Officer to a person other than the Company or a related body corporate, except a liability which arises from conduct that involves a lack of good faith.

Insurance Premiums

21.3 The Company may pay the premium on a contract insuring a person who is or has been an Officer of the Company against:

- (a) a liability for costs and expenses incurred by the person in defending proceedings arising out of the person's conduct as an Officer, whether civil or criminal and whatever their outcome; and
- (b) other liability incurred by the person as an Officer except a liability which arises from conduct that involves a wilful breach of duty in relation to the Company or a contravention of sections 182, 183 or 184(2) or (3) of the Act.

22. Accounts, Audit and Records

Accounts

22.1 The Board must cause proper accounting and other records to be kept in accordance with the Act and must comply with the requirements of the Act in respect of reporting and the provision of accounts to Members.

Audit

22.2 A registered Company Auditor must be appointed.

22.3 The remuneration of the Auditor must be fixed and the auditor's duties regulated in accordance with the Act.

Rights of Inspection

- 22.4 Subject to the Act, the Board shall determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by resolution of the Board.

23. Notices

Persons Authorised to Give Notices

- 23.1 A notice given by either the Company or a Member in connection with this Constitution may be given on behalf of the Company or Member by a lawyer, or in the case of the Company, by the Secretary or a Director.
- 23.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method and Time of Giving Notices

- 23.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this Constitution may be given by:
- (a) delivering it to the street address of the addressee and shall be taken to have been received at the time of delivery;
 - (b) sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee and shall be taken to have been received on the next Business Day (or 5th Business Day if sent outside Australia) after posting;
 - (c) sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee and shall be taken to have been received when the transmission is complete; or
 - (d) sending it by means of any other technology which the Members in General Meeting agree to be permissible for the purpose of giving notices.

Addresses for Giving Notices to Members and to the Company

23.4 For the purposes of clause 23.3

- (a) the address, facsimile, email or other contact details of a Member are the last details formally notified by the Member to the Company with a request that they be recorded in the Register or the other records of the Company.

23.5 the street and postal address of the Company is the registered office of the Company and the facsimile, e-mail or other contact details are as the Company may specify from time to time by written notice to the Members as the contact details for the Company.

Proof of Giving Notices

23.6 The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of:

- (a) a transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee; or
- (b) a print out of an acknowledgement of receipt of the e-mail.

Persons Entitled to Notice of Meeting

23.7 Notice of every General meeting must be given by a method authorised by this Constitution to every Member, Director and the Auditor for the time being of the Company, if any. No other person is entitled to receive notices of General meetings.

24. Interpretation

References to the Act and the Constitution

24.1 A reference to:

- (a) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; or
- (b) this Constitution, where amended, means this Constitution as so amended.

Presumptions of Interpretation

24.2 Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa;
- (b) any gender denotes the other genders; and
- (c) a person denotes an individual and a body corporate.

24.3 Where a word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

- 24.4 Headings and any table of contents must be ignored in the interpretation of this Constitution.
- 24.5 Unless the context otherwise requires a reference to a time of day means that time of day in the State or Territory in which the office is situated.
- 24.6 For the purposes of determining the length of a period (but not its commencement) a reference to:
- (a) a day means a period of time commencing at midnight and ending 24 hours later; and
 - (b) a month means a calendar month which is a period commencing at the beginning of a day of one of the 12 months of the year and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of that next month.
- 24.7 Where a period of time is specified and is to be calculated before or after a given day, act or event it must be calculated without counting that day or the day of that act or event.
- 24.8 A provision of this Constitution, except that specifying the time for deposit of proxies with the Company, which has the effect of requiring anything to be done on or by a date which is not a Business Day must be interpreted as if it required it to be done on or by the next Business Day.
- 24.9 A reference to an Act of Parliament, whether State or Federal, includes a reference to that Act of Parliament as amended from time to time, and a reference to a specific provision of an Act of Parliament means, unless the context demands otherwise, a reference to the equivalent provision in any later amended version of that Act of Parliament, or if the original Act of Parliament has been repealed in any Act of Parliament substituted in its place.
25. Surplus Assets on Winding Up or Dissolution
- 25.1 Upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution(s) or organisation(s) which:
- (a) has objects similar to the objects of the Company; and
- 25.2 whose constituent documents prohibit the distribution of its income and property among its Members on terms substantially to the effect of clause 7.1, as determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of South Australia.

26. Definitions

26.1 In this Constitution, except where the context requires otherwise:

Act means the Corporations Act 2001.

Associate Member means a person who is granted membership of the Company as an Associate Member and is registered in the Register as an Associate Member;

Board means the Board of Directors of the Company.

Board Director means a Director appointed to the Board

Business Day means any day except a Saturday or Sunday or other Public Holiday in South Australia.

CEO means the Chief Executive Officer

Chairperson means the Chairperson of the Board, elected from time to time in accordance with this Constitution.

Company means Sonder ABN 12 061 979 048.

Constitution means this Constitution.

Deputy Chairperson means the Deputy Chairperson of the Board, elected from time to time in accordance with this Constitution.

Director means a person elected or appointed in accordance with this Constitution to perform the duties of a director of the Company.

General Meeting means a meeting of Members convened in accordance with clause 9 of this Constitution.

Member means a Primary Member or Associate Member of the Company.

Members Register means the register of Members kept by the Company under the Corporations Act 2001.

Officer means an officer of the Company.

Primary Member means the persons granted membership of the Company as a Primary Member and registered in the Register as a Primary Member.

Public Officer means Secretary.

Seal means, if the Company has one, the common seal of the Company, if any.

Secretary means a person appointed to perform the duties of a Secretary of the Company.