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[16 December 2010]

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

TELECOMMUNICATIONS INDUSTRY OMBUDSMAN LIMITED

(ACN 057 634 787)

**A company limited by guarantee
and not having share capital**

CORRS CHAMBERS WESTGARTH

SOLICITORS

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AUSTRALIA

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AUST8111 002

CORPORATIONS ACT

MEMORANDUM OF ASSOCIATION of TELECOMMUNICATIONS INDUSTRY OMBUDSMAN LIMITED

(ACN 057 634 787)

1 NAME

The name of the Company is **TELECOMMUNICATIONS INDUSTRY OMBUDSMAN LIMITED** ("**TIO Limited**").

2 OBJECTS

The objects of TIO Limited are to establish a telecommunications industry ombudsman scheme and to appoint a Telecommunications Industry Ombudsman with power on behalf of TIO Limited:

- (1) to receive, investigate, make determinations relating to, give directions relating to and facilitate the resolution of:
 - (a) complaints as to the provision or supply of (or the failure to provide or supply) carriage services by a member of TIO Limited , other than complaints in relation to the general telecommunications policy or commercial practices of such a member;
 - (b) complaints from owners or occupiers of land in respect of which a holder of a carrier licence under the Telecommunications Act 1997 has exercised its statutory powers as a carrier, where the carrier is a member of TIO Ltd, other than complaints in relation to the policy or commercial decision of a carrier to exercise its statutory rights as a carrier in relation to that particular land; and
 - (c) such other complaints as may by agreement with the complainant, be referred to the Telecommunications Industry Ombudsman by a member of TIO Limited; and
- (2) to exercise such jurisdiction, powers and functions as may be conferred by or under any legislation or instrument.

3 POWERS

TIO Limited has all of the powers of a natural person, as set out in **section 124** of the Corporations Act.

4 INCOME & PROPERTY OF TIO LIMITED

- 4.1 The whole of the income and property of TIO Limited shall be applied solely towards the promotion of the objects of TIO Limited as set out in this Memorandum of Association and no part shall be paid or transferred directly or indirectly to the members of TIO Limited by way of dividend, bonus or otherwise provided that nothing in this Memorandum of Association shall prevent the payment in good faith of remuneration to any officers or employees of TIO Limited or to any member of TIO Limited in return for any goods supplied or services actually rendered in the ordinary and usual course of business or prevent the payment of interest at prevailing market rates on money borrowed from any member of TIO Limited or reasonable and proper rent for premises let by any member to TIO Limited.
- 4.2 True accounts shall be kept of all moneys received and expended by TIO Limited, the matters in respect of which such moneys are received and expended, and of the property, credits and liabilities of TIO Limited. Subject to any reasonable restrictions as to the time and manner of inspecting the same imposed in accordance with the Articles of Association of TIO Limited and the Corporations Act, the accounts shall be open for inspection by the members. At least once in every year, the accounts of TIO Limited shall be examined by a properly qualified auditor or auditors who shall report to the members in accordance with the provisions of the Corporations Act.

5 LIABILITY OF MEMBERS LIMITED

- 5.1 The liability of the members is limited.
- 5.2 Every member undertakes that in the event that TIO Limited is wound up during the currency of the member's membership or within one year of the member ceasing membership, it will contribute to the property of TIO Limited for:
- (a) payment of the debts and liabilities of TIO Limited incurred before it ceased to be a member;
 - (b) the costs, charges and expenses of winding up; and
 - (c) an adjustment of the rights of the contributories among themselves,
- such amount as may be required, provided such amount shall not exceed one hundred dollars (\$100).

6 WINDING UP

If upon the winding-up or dissolution of TIO Limited in accordance with the Corporations Act and after satisfaction of all its debts and liabilities, there remains any property whatsoever, the same shall be paid to or distributed to a society, association or club which is not carried on for the purposes of profit or gain to individual members and is established for community services purposes.

7 RESTRICTION ON PASSING OF SPECIAL RESOLUTIONS

7.1 In addition to the requirements of the Corporations Act regarding the passing of special resolutions, a special resolution may only be passed by the members of TIO Limited if five (5) members, including at least one Carrier Member and at least one Carriage Service Provider Member, vote in favour of the special resolution. For this purpose, notwithstanding anything contained in the Articles of Association of TIO Limited, any two or more members who are Related Companies shall count as one member and if any of those members is a Carrier Member, those members shall count as a Carrier Member; otherwise those members shall count as a Carriage Service Provider Member.

7.2 In this clause 7:

- (a) **“Carrier Member”** and **“Carriage Service Provider Member”** have the same meaning as under the Articles of Association of TIO Limited; and
- (b) **“Related Company”** has the same meaning as “related body corporate” under the Corporations Act.

WE, the persons whose names addresses and occupations are subscribed, wish to be formed into a company pursuant to this Memorandum of Association.

Name and Address of Subscribers

Subscriber: **OPTUS NETWORKS PTY LTD**
(ACN 008 570 330)
of 54 Carrington Street, Sydney

THE COMMON SEAL of OPTUS NETWORKS)
PTY LTD is affixed in accordance)
with its articles of association in)
the presence of:)
Ian William Boatman

Director
IAN WILLIAM BOATMAN

Name of Director (print)
Paul Gerard O'Brien

Secretary
PAUL GERARD O'BRIEN

Name of Secretary (print)

Subscriber: **OPTUS MOBILE PTY LTD**
(ACN 054 865 969)
of 54 Carrington Street, Sydney

THE COMMON SEAL of OPTUS MOBILE)
PTY LTD is affixed in accordance)
with its articles of association in)
the presence of:)
Ian William Boatman

Director
IAN WILLIAM BOATMAN

Name of Director (print)
Paul Gerard O'Brien

Secretary
PAUL GERARD O'BRIEN

Name of Secretary (print)

Name and Address of Subscribers

Subscriber: **TELSTRA CORPORATION LTD**
(ACN 051 775 556)
of 242 Exhibition Street, Melbourne

THE COMMON SEAL of **TELSTRA CORPORATION LTD** is affixed in accordance with its articles of association in the presence of:
William Franklin Blount)
)
)
)

Director
WILLIAM FRANKLIN BLOUNT

Name of Director (print)
James Robert Holmes

Secretary
JAMES ROBERT HOLMES

Name of Secretary (print)

Subscriber: **VODAFONE PTY LTD**
(ACN 056 161 043)
of 112 Talavera Road, North Ryde, NSW

THE COMMON SEAL of **VODAFONE PTY LTD** is affixed in accordance with its articles of association in the presence of:
Philip John Cornish)
)
)
)

Director
PHILIP JOHN CORNISH

Name of Director (print)
Melanie Rebecca Polis

Secretary
MELANIE REBECCA POLIS

Name of Secretary (print)

Name and Address of Subscribers

JAMES ROBERT HOLMES
of 66 Knights Road
Glen Waverley VIC 3150
William Franklin Blount

)
)
)

James Robert Holmes

JAMES ROBERT HOLMES

(Signature of Witness)
WILLIAM FRANKLIN BLOUNT

(name of Witness)
42/242 Exhibition St. Melbourne

(Address of Witness)

DATED this

day of

199

CORPORATIONS ACT
ARTICLES OF ASSOCIATION
OF
TELECOMMUNICATIONS INDUSTRY OMBUDSMAN LIMITED

1 INTERPRETATION

1.1 Definitions

In these Articles:

"**Act**" means the Telecommunications Act, 1997.

"**Acting Ombudsman**" means the Acting Telecommunications Industry Ombudsman appointed pursuant to **article 13.2**

"**Articles**" means these articles of association as amended from time to time.

"**Budget**" means the budget for each Year approved or amended by the Board in accordance with the Constitution.

"**Carriage Service Intermediary**" has the same meaning as under the Act.

"**Carriage Service Provider**" has the same meaning as under the Act.

"**Carrier**" means the holder of a Carrier Licence under the Act..

"**Carrier Licence**" has the same meaning as under the Act.

"**Constitution**" has the meaning ascribed in **article 12.13**.

"**Corporate Representative**" means a person authorised to act as the representative of a corporation pursuant to **section 250D** of the Corporations Act.

"**Corporations Act**" means the *Corporations Act 2001* (Cth).

"**Council**" has the meaning ascribed in **article 12.1**.

"**Council Election Policy**" is the Council Election Policy determined by the Board from time to time in accordance with **article 12**.

"**Deputy Ombudsman**" means the Deputy Telecommunications Industry Ombudsman appointed pursuant to **article 13.5**.

"**Director**" means any director of TIO Limited for the time being and includes an alternate Director.

"**Directors**" or the "**Board**" means the whole or any number of Directors assembled at a meeting of Directors not being less than a quorum.

“Eligible Carriage Service Provider” has the same meaning as under The Telecommunications (Consumer Protection and Service Standards) Act 1999.

“Internet Service Provider” means a Carriage Service Provider who supplies a carriage service that enables end-users to access the Internet.

“Internet Service Intermediary” means a Carriage Service Intermediary who arranges for the supply of a carriage service that enables end-users to access the Internet.

"Member" means any person for the time being admitted to membership of TIO Limited and includes the subscribers to the Memorandum (for so long as those persons have not withdrawn their membership in accordance with these Articles).

"Memorandum" means the Memorandum of Association of TIO Limited.

"month" means calendar month.

"Ombudsman" means the Telecommunications Industry Ombudsman appointed pursuant to **article 13.1**.

“Operating Costs” has the meaning ascribed in **article 4.4**.

"Optus" means Optus Networks Pty Ltd (ACN 008 570 330) and Optus Mobile Pty Ltd (ACN 054 365 969) jointly and not severally

“Public Mobile Telecommunications Service” has the same meaning as under the Act.

"Scheme" means the telecommunications industry ombudsman scheme.

"Seal" means the Common Seal of TIO Limited.

"Secretary" means any person appointed to perform the duties of Secretary of TIO Limited and includes any person appointed to perform the duties of a secretary of TIO Limited temporarily.

"TELSTRA" means TELSTRA Corporation Limited (ACN 051 775 556).

"TIO Limited" means Telecommunications Industry Ombudsman Limited (ACN 057 634 787).

"Vodafone" means Vodafone Pty Ltd (ACN 056 161 043).

“Volume Related Costs” has the meaning ascribed in **article 4.3**.

"Year" means a period of 12 consecutive months.

1.2 Construction

Unless expressed to the contrary in these Articles:

- (a) Words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender shall include the other genders; and
 - (iii) persons shall include companies, corporations, public bodies and any other bodies corporate.
- (b) References to "in writing" and "written" include typing, printing, lithography and any other mode of representing or reproducing words or figures in a visible form including words or figures displayed on an electronic screen.
- (c) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (d) Terms defined in the Corporations Act have the same meaning when used in these Articles.
- (e) These Articles of Association displace the replaceable rules set out in the Corporations Act and accordingly, none of the replaceable rules set out in the Corporations Act apply

2 MEMBERS OF TIO LIMITED

The members of TIO Limited shall consist of:

- (a) the subscribers to the Memorandum; and
- (b) such other persons who agree in writing to become members of TIO Limited and who are admitted to membership pursuant to these Articles from time to time,

for so long as those persons have not withdrawn their membership or been expelled from membership in accordance with these Articles.

3 MEMBERSHIP

- 3.1 A person shall be eligible to be a Member only if the person:
- (a) is:
 - (i) a Carrier; or
 - (ii) a Carriage Service Provider or Carriage Service Intermediary;
 - (b) completes an application for membership in the form prescribed by the Board at the time the application is made and submits the application to the Secretary; and
 - (c) if required by the Board, provides a guarantee by a related company or another person of the prospective Member's obligations as a Member, in a form specified by the Board.

Classes of Member

- 3.2 Membership of TIO Limited shall be divided into classes designated as "Carrier Members" and , "Carriage Service Provider Members". Membership of a particular class will be determined as follows:
- (a) for each applicant who holds a Carrier Licence in force under the Act, membership shall be as a "Carrier Member"; and
 - (b) for each applicant who is a Carriage Service Provider or Carriage Service Intermediary and does not hold a Carrier Licence in force under the Act, membership shall be as a "Carriage Service Provider Member".

Acceptance of Applications

- 3.3 The Secretary shall submit each application for membership from an applicant other than a Carrier or Eligible Carriage Service Provider to the Board. The Board may accept or reject any such application at its discretion.
- 3.4 An application for membership shall be accepted by TIO Limited if:
- (a) the applicant is required by the Act to participate in a Telecommunications Industry Ombudsman Scheme;
 - (b) the application is in the form the Board prescribes (if any); and
 - (c) any fees determined by the Ombudsman under Article 4.1 are paid.

Transferability

- 3.6 The rights and privileges of a Member shall not be transferable.

Aggregation of Membership

- 3.7 If:
- (a) a Member acquires 50% or more of another Member (or is otherwise in the Board's reasonable opinion deemed to control that other Member), the acquired Member and the acquiring Member shall for the purposes of quorum and voting requirements under these Articles be deemed to be one Member only and the class of membership shall be the same as that of the acquiring Member; and
 - (b) a non-Member acquires 50% or more of two or more Members (or is otherwise in the Board's reasonable opinion deemed to control those Members), the acquired Members shall for the purposes of quorum and voting requirements under these Articles be deemed to be one Member only, and the class of membership shall be the same as that of the acquired Member with the longest continuous membership with TIO Limited.

4 ANNUAL VOLUME RELATED AND OPERATING COSTS

- 4.1 Each Member agrees to pay such annual Volume Related Costs and Operating Costs as are determined by the Ombudsman as being applicable to the Member (with payment to be made at such intervals as determined by the Board).
- 4.2 The annual Volume Related Costs and Operating Costs shall be based on the amount required to fund the Budget for the relevant year.
- 4.3 Volume Related Costs applicable to a Member are:
- (a) those costs which directly relate to the number and relative cost of complaints registered by the Ombudsman against the Member in each billing period; and
 - (b) any additional costs relating to legal, technical or accounting advice incurred by the Ombudsman in investigating a complaint against the Member.
- 4.4 Operating Costs applicable to a Member are those overhead costs which:
- (a) are based on the Member's percentage share of Volume Related Costs (in accordance with a formula unanimously approved by the Board from time to time) billed in the relevant billing period; and
 - (b) do not include any part of the costs in **article 4.3(b)**.
- 4.5 For the purposes of **article 4.2** the Ombudsman shall, as determined by the Board, either:
- (a) estimate a Member's Volume Related Costs and Operating Costs in arrears at the expiration of the first full billing period occurring after the Member joins the Scheme and thereafter in advance for each billing period; or
 - (b) calculate a Member's Volume Related Costs and Operating Costs in arrears for each billing period.

The Board may, if it so determines, require the Ombudsman to apply **article 4.5(a)** for one or more Members or classes of Member and require the Ombudsman to apply **article 4.5(b)** for all other Members, and may require the Ombudsman to apply billing periods of different duration to one or Members or classes of Member under Articles 4.5(a) and 4.5(b).

- 4.6 All Volume Related Costs and Operating Costs shall be due and payable 30 days after the date on which the Member is notified of the amount to be paid.

Adjustments

- 4.7 Where the estimates model described in **article 4.5(a)** is used, the Ombudsman shall, at the end of each billing period, reconcile the estimated charges for each Member against the Volume Related Costs and Operating Costs applicable to that Member under **articles 4.3 and 4.4** based on actual data.
- 4.8 If as a result of the Ombudsman's determination in **article 4.7**:
- (a) a Member has paid a greater share of the Volume Related Costs and Operating Costs than it should have, the amount of the excess shall (if not already paid) be credited against the Volume Related Costs and Operating Costs to be paid by that Member in the forthcoming billing period; or
 - (b) a Member has paid a lesser share of the Volume Related Costs and Operating Costs than it should have, the amount of the shortfall shall (if not already paid) be added to the Volume Related Costs and Operating Costs to be paid by that Member in the next billing period.

5 CESSATION OF MEMBERSHIP

- 5.1 Any Member may withdraw from TIO Limited by giving to the Secretary not less than three months' notice to that effect and its membership shall cease on expiry of such notice.
- 5.2 If any Member ("**Defaulting Member**") neglects or wilfully refuses to comply with the provisions of the Memorandum or these Articles, the Constitution, or any rules of TIO Limited the Directors may pass a resolution recommending the expulsion of the Defaulting Member from TIO Limited. The Directors must, within 21 days of the resolution of Directors being passed, convene a meeting of Members and the recommendation must be put before the Members to determine whether or not to adopt the Directors' recommendation and expel the Defaulting Member.
- 5.3 Any person who ceases to be a Member of TIO Limited shall forfeit all and any rights and privileges of membership as at the date of cessation of membership and shall have no further rights against or claim upon TIO Limited or the property or funds of TIO Limited, except rights or claim as a creditor (if any), and any right or claim arising from actions or omissions during the period of membership.
- 5.4 Any person who ceases to be a Member shall:

- (a) continue to abide by the provisions of the Articles of Association and the Constitution so far as they are applicable to the particular complaints which are being investigated by the TIO Ltd at the time the person ceases membership (including for example complying with any determination made in respect of such a complaint); and
- (b) without limiting (a), continue to abide by the provisions of the Articles of Association in relation to the payment of Volume Related Costs and Operating Costs and any other such levies as may fall due.

6 ADDITIONAL FUNDING

Special Levies

- 6.1 The Board may at any time and from time to time obtain money for the purposes of TIO Limited in addition to the annual Volume Related Costs and Operating Costs by raising a special levy from the Members or a particular class of Member. Special levies shall be funded by the Members on the basis of each Member's percentage share of Volume Related Costs (in accordance with a formula approved unanimously by the Board from time to time) billed in the relevant billing period.

Capital Expenditure

- 6.2 The Board may at any time and from time to time obtain money for the purpose of on-going capital expenditure in addition to the annual Volume Related Costs and Operating Costs. This expenditure shall be funded by the Members on the same basis as special levies.
- 6.3 As and when further applicants become Members of TIO Limited they shall contribute towards capital expenditure as determined by the Board.

Loans

- 6.4 The Board may, by unanimous resolution, raise loan funds from Members or third parties for particular purposes.

Funding

- 6.5 The Board shall set global funding limits for TIO Limited, the Ombudsman and the Council within which the budgets for each shall be finalised.

Before:

- (a) the budgets of TIO Limited, the Ombudsman and the Council are implemented; or
- (b) any additional expenditure to that set out in a budget approved by the Board is incurred,

the prior approval of the Board must be obtained. In deciding whether or not to approve any proposed budget the Board shall be entitled to consider:

- (a) the on-going financial stability or viability of TIO Limited; but

- (b) otherwise shall only be concerned to ensure that the particular budget comes, or is likely to come, within the limits set by the Board.

The Board shall not otherwise take into consideration the business decisions of the Ombudsman or Council (as the case may be) in determining how those funds should be allocated within any particular budget. Nothing in this article shall preclude the Board from seeking or receiving information about the budget and expenditures, both past and projected, to assist the Board in setting funding limits appropriate to the operation of the Scheme.

- 6.6 In setting global funding limits the Board shall require the Ombudsman to:
 - (a) prepare the budget and business plans for TIO Limited in each successive Year; and
 - (b) submit each such budget and business plan to the Council for its consideration and the Board shall take into account any comments and recommendations made by the Council.
- 6.7 In setting global funding limits or approving budgets and additional expenditure as set out in **article 6.5** the Board will use its best endeavours to ensure that the level of funding is such that the Ombudsman and the Council are able to carry out their functions under the Constitution.

7 GENERAL MEETINGS

- 7.1 Annual General Meetings of TIO Limited shall be held in accordance with the provisions of the Corporations Act. All General Meetings other than the Annual General Meeting shall be called General Meetings.
- 7.2 General Meetings may be convened by the Board whenever it thinks fit or by requisition as provided by the Corporations Act.
- 7.3 Subject to the provisions of the Corporations Act relating to special resolutions and consent to short notice, at least seven days' notice (exclusive of the day on which the notice is served or received or deemed to be served or received and exclusive of the day for which notice is given) specifying the place, the day and the time of meeting and, in the case of special business, the general nature of that business, shall be given to persons entitled to receive such notices from TIO Limited.
- 7.4 For the purposes of **article 7.3**, all business that is transacted at a General Meeting and also all business that is transacted at an Annual General Meeting (with the exception of the consideration of the accounts, financial statements and the reports of the Board and Auditors) shall be special business.
- 7.5 Omission to give notice of a General Meeting by TIO Limited to, or the non-receipt of notice of a meeting by, any Member shall not invalidate proceedings at a General Meeting.

8 PROCEEDINGS AT GENERAL MEETINGS

Quorum

- 8.1 No business shall be transacted at a General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise provided in these Articles, five Members shall constitute a quorum at any General Meeting. For the purpose of this **article 8.1**, persons attending as a proxy or Corporate Representative shall be counted as Members.
- 8.2 If within 30 minutes of the time appointed for a General Meeting, a quorum is not present, the meeting shall, if convened upon the requisition of Members, be dissolved or, in any other case, 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 Chairman may determine (being a day which is not more than 30 days after the originally scheduled date).

Adjourned Meetings

- 8.3 If a quorum of five Members is not present within 30 minutes after the time appointed for the commencement of the adjourned meeting (and notice of the meeting having been properly given in accordance with these Articles) then the quorum shall be any Member.

Chairman

- 8.4 The Chairman of the Board shall preside as Chairman at General Meetings of TIO Limited. If the Chairman of the Board is not present within 30 minutes of the time appointed for holding a General Meeting or if the Chairman of the Board is unable or unwilling to act, then the Members present shall elect one of their number to be Chairman of the General Meeting.
- 8.5 The Chairman of any General Meeting may, with the consent of the majority of those Members present at the General Meeting (being a Meeting at which a quorum is present) adjourn the General Meeting. No business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place. Except as otherwise provided by the Articles, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned General Meeting.

Voting

- 8.6 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands (each Member present in person or by Corporate Representative having one vote) unless a poll is demanded before or on the declaration of the result of the show of hands by any Member present in person, by proxy or by Corporate Representative and who is entitled to vote.

Unless a poll is so demanded, a declaration by the Chairman of the General Meeting that a resolution has been carried, carried unanimously, carried by a particular majority or lost on a show of hands and an entry to that effect in the book containing the minutes of the proceedings of TIO Limited shall be conclusive evidence of the fact of the resolution having been so carried,

carried unanimously, carried by a particular majority or lost. The demand for a poll may be withdrawn.

- 8.7 If a poll is duly demanded, it shall be taken either at once or after an interval or adjournment and in such manner as the Chairman of the General Meeting directs. On a poll each Member will have one vote per whole dollar of its annual Operating Costs contribution in the immediately preceding financial year of the TIO Limited (as may have been adjusted under **articles 4.7 and 4.8**), except that:
- (a) if the Member has made an annual Operating Costs contribution only in respect of part of the relevant financial year because it was only a Member during that part, the Member will have one vote per whole dollar of the pro-rata amount of Annual Levy the Member would have contributed for the whole financial year had it been a Member for the whole financial year, based on the contribution the Member actually paid;
 - (b) if the Member did not make an annual Operating Costs contribution in the relevant financial year because it was not a Member during any part of that financial year, the Member will have one vote; and
 - (c) every Member will in any case have a minimum of one vote.
- 8.8 In the case of an equality of votes on a show of hands or on a poll, the Chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote and the motion shall be lost.
- 8.9 A Member may vote in person, by proxy, by attorney or by Corporate Representative. On a show of hands, every Member shall have one vote but in order to pass validly an ordinary resolution at least one Member who is a Carrier Member must vote in favour of that resolution.
- 8.10 Subject to **article 8.14**, a Member whose estate is liable to be dealt with in any way under the law relating to mental health shall not be entitled to vote, either on a show of hands or on a poll.

Proxies and Other Authorities

- 8.11 The instrument appointing a proxy shall be in writing and signed by the appointor or his or her duly authorised attorney or, if the appointor is a corporation, either under seal or under the hand of an officer or duly authorised attorney of the corporation. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his or her proxy to vote in favour of or against any proposed resolution. Unless otherwise instructed, a proxy may vote as he or she thinks fit.
- 8.12 The instrument appointing a proxy may be in any common or usual form acceptable to the Directors.
- 8.13 The instrument appointing a proxy for a Member and a copy of the power of attorney or other authority under which it is signed or notarially certified (if any) shall be deposited at the registered office of TIO Limited (or at such other place within the State as is specified for that purpose in the notice convening the General Meeting) not less than 24 hours before the General Meeting or adjourned General Meeting at which the person named in the

instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll. In default of the foregoing requirements, the instrument of proxy shall at the discretion of the Chairman of the General Meeting be invalid.

8.14 A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding:

- (a) the previous death or unsoundness of mind of the principal;
- (b) revocation of the instrument; or
- (c) revocation of the authority under which the instrument was executed,

unless an indication in writing of such death, unsoundness of mind or revocation has been received at the registered office of TIO Limited before the commencement of the General Meeting at which the instrument is used.

8.15 Any corporation or other body corporate which is a Member of TIO Limited may authorise such person as it thinks fit to act as its Corporate Representative at any General Meeting of TIO Limited. The person so authorised shall be entitled to exercise the same powers on behalf of the appointor as the appointor could exercise if it were a human Member of TIO Limited in accordance with his or her authority until his or her authority is revoked by the corporation or other body corporate.

9 DIRECTORS AND MANAGEMENT OF TIO LIMITED

9.1 Subject to the Corporations Act and to these Articles, TIO Limited and the business, affairs and property of TIO Limited shall be managed by a Board of Directors consisting of up to ten Directors.

The Board

9.2 Where (and for so long as):

- (a) Telstra is a Carrier Member, it shall have the right to appoint two Directors of TIO Limited and it is intended that (to the extent reasonably practical) it shall at all times fully exercise that right;
- (b) Optus is a Carrier Member, it shall be entitled to appoint two Directors of TIO Limited, and it is intended that (to the extent reasonably practical) it shall at all times fully exercise that right;
- (c) Vodafone is a Carrier Member, it shall be entitled to appoint one Director of TIO Limited and it is intended that (to the extent reasonably practical) it shall at all times fully exercise that right;
- (d) an Internet Service Provider or Internet Service Intermediary remains a Member, it (or if there is more than one such Member, those Members as a group by resolution) shall be entitled to appoint one Director of TIO Limited and it is intended that (to the extent reasonably practical) it (or they) shall at all times fully exercise that right; and
- (e) a Member (other than Telstra, Optus or Vodafone and other than any Internet Service Provider or Internet Service Intermediary) remains a

Member, it (or if there is more than one such Member, those Members as a group by resolution) shall be entitled to appoint one Director of TIO Limited and it is intended that (to the extent reasonably practical) it (or they) shall at all times fully exercise that right.

Independent Director and Other Board Appointments

- 9.3 The Board shall:
- (a) appoint one independent Director to TIO Limited; and
 - (b) subject to **article 9.1**, have the discretion to appoint up to two (2) further Directors as it sees fit (whether independent Directors or not) provided that each appointment is approved by TIO Limited at the Annual General Meeting immediately following the date of the relevant appointment.

Vacation of Office

- 9.4 The office of a Director shall become vacant if the Director:
- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - (b) becomes prohibited from holding the office of a director of a company under the Corporations Act;
 - (c) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
 - (d) resigns his or her office by notice in writing to TIO Limited;
 - (e) is absent from meetings of the Board for more than 6 months without permission of the Board;
 - (f) holds any office of profit under TIO Limited or receives any payment from TIO Limited other than remuneration properly payable in accordance with the Memorandum and Articles;
 - (g) is removed by the class or Member appointing him or her;
 - (h) was appointed under **article 9.2(a), (b) or (c)** and the person who appointed the Director ceases to be a Carrier Member;
 - (i) was appointed under **article 9.2(d)** and the Carriage Service Provider Member by whom the Director is employed or of whom the Director is an officer ceases to be an Internet Service Provider or an Internet Service Intermediary (or if there is more than one Carriage Service Provider Member by whom the Director is employed or of whom the Director is an officer, all such Carriage Service Provider Members cease to be Internet Service Providers or Internet Service Intermediaries); or
 - (j) was appointed under **article 9.2(e)** and the Member by whom the Director is employed or of whom the Director is an officer ceases to be a Member or becomes an Internet Service Provider or an Internet Service Intermediary (or if there is more than one Member by whom the Director is employed or of whom the Director is an officer, all

such Members cease to be Members or become Internet Service Providers or Internet Service Intermediaries).

Remuneration

9.5

- (a) The Board may make provision for a Director to be paid an honorarium from the funds of TIO Limited, on such terms as the Board considers reasonable, subject to the following:
 - (i) any decision to pay an honorarium to a Director must be passed by a special resolution of the Board; and
 - (ii) any honorarium which is to be paid to the Independent Director must be commensurate with the fees usually paid to a non-executive director of a public company of comparable size.
- (b) If a Director performs duties which, in the opinion of the Board, are outside the scope of the ordinary duties of the Director, he or she may be paid a special honorarium. The payment of a special honorarium shall be on such terms as considered reasonable by the Board and must be passed by a special resolution of the Board.
- (c) Each Director shall be reimbursed all reasonable travelling, accommodation and other expenses incurred by the Director in attending General Meetings, meetings of the Board and committees of the Board or while otherwise engaged in undertaking the activities of TIO Limited.
- (d) The honorarium of any Director may be varied or terminated by special resolution of the Board.
- (e) The vote of the Director to whom an honorarium is to be paid is not to be counted in determining whether a special resolution of the Board in favour of that payment has been passed, and that Director will not be counted towards a quorum in relation to that part of a Board meeting during which such special resolution is considered.

Term of Office

9.6 Each Director appointed pursuant to **article 9.2** and **article 9.3** shall be appointed for a term of 3 years, with the exception of Directors appointed by Telstra, Optus or Vodafone under **paragraph (a), (b) or (c) of article 9.2** who shall be appointed for such term and upon such terms and conditions as Telstra, Optus or Vodafone (as appropriate) think fit. If at the end of the relevant term of office a Director has not been duly appointed to fill a retiring Director's place, the retiring Director may continue in office if he or she is willing until his or her place is filled unless it is determined at a General Meeting or Annual General Meeting on due notice to remove that Director from office or a resolution for the re-appointment of such Director is put to the relevant Members as a group and lost.

Removal of Directors

9.7 Subject to these Articles (including **articles 9.4** and **9.6**), the Constitution and the provisions of the Corporations Act, a resolution, request or notice of any or all of the Directors is void to the extent that it purports to remove a Director from their office or requires a Director to vacate their office, unless it is determined at a General Meeting or Annual General Meeting on due

notice to remove that Director from office or a resolution for the re-appointment of such Director is put to the relevant Members as a group and lost.

10 POWERS AND DUTIES OF THE DIRECTORS

10.1 The business, affairs and property of TIO Limited shall be managed by the Board who may pay all expenses incurred in promoting and registering TIO Limited out of the funds of TIO Limited and may exercise all the powers and do all the acts and things as may be exercised or done by TIO Limited that are not required to be exercised by TIO Limited in General Meeting, subject nevertheless, to these Articles, the Constitution, the provisions of the Corporations Act and to such regulations as are not inconsistent with these Articles, the Constitution or provisions of the Law as may be prescribed by the Board or TIO Limited in General Meeting.

Any rule, regulation or by-law made by the Board shall be circulated among Members within one month of its coming into being.

10.2 The Board may exercise all TIO Limited's borrowing powers.

10.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments drawn on bank accounts maintained by TIO Limited and all receipts for money paid to TIO Limited shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in the manner determined by the Board from time to time.

10.4 The Board shall cause Minutes to be made of:

- (a) all appointments of officers of TIO Limited;
- (b) the names of Board Members present at all General Meetings and meetings of the Board; and
- (c) all resolutions and proceedings at General Meetings and meetings of the Board.

Upon confirmation of any minutes made, the Chairman of the meeting at which the proceedings are held or the Chairman of the next succeeding meeting shall sign the minutes.

11 PROCEEDINGS OF THE DIRECTORS

11.1 The Board may meet together for the despatch 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.

Voting

11.2 Subject to **article 11.3** and except as otherwise specified in these Articles, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Board shall be deemed a determination of the Board.

- 11.3 Except as otherwise specified in these Articles, decisions of the Board in respect of levies and funding under **article 6** must be passed at a meeting of Directors by a majority of at least 75% of such Directors as, being entitled to do so, vote in person (or by their alternate) at that meeting. Decisions in respect of loan funding must, in accordance with **article 6.4**, be passed unanimously.

Quorum

- 11.4 Subject to these Articles, the number of Directors necessary for a quorum shall be three including one Director appointed by a Carrier.
- 11.5 The Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as a quorum of the Board, the Directors may only act for the purpose of calling a General Meeting and seeking such amendments to these Articles as would be desirable in the circumstances to enable sufficient Directors to be appointed to constitute a quorum, or to amend **article 11.4**.

Chairman

- 11.6 The Directors may appoint any of their number to act as Chairman of Directors by ordinary resolution. The Chairman's tenure shall be for one year unless otherwise approved by the Board. The Directors may remove a Chairman appointed under this **article 11.6** at any time and appoint another in his or her place by ordinary resolution. If there is no Chairman or if he or she is not present within 10 minutes after the time appointed for holding a meeting of the Board, then the Directors present may choose a Director to be Chairman of the meeting.
- 11.7 The Chairman of any meeting shall not have a casting vote at that meeting.

Committees

- 11.8 The Board may delegate any of its powers and/or functions (except powers conferred and duties imposed on the Directors by law which are incapable of delegation) to one or more committees consisting of such persons as the Board thinks fit. Any committee so formed shall:
- (a) conform to any regulation that may be imposed by the Board;
 - (b) have power to co-opt any person or persons provided that any person so co-opted shall not have a vote on such committee unless so authorised by the Board; and
 - (c) include at least one representative of a Carrier Member and one who is a Carriage Service Provider Member.
- 11.9 A committee may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the committee members present and, in the event of an equality of votes, the Chairman of the committee shall not have a second or casting vote, and the motion shall be lost.
- 11.10 All acts done by the Board, by a committee or by any person acting as a Director or committee member shall be valid, notwithstanding that it is subsequently discovered that:

- (a) there was some defect in the appointment of any Board or committee member or person so acting; or
 - (b) a Board or committee member or any of them was disqualified,
- as if every such person had been duly appointed and was qualified to hold their purported office.

Resolutions in Writing

11.11 A resolution in writing signed by all the Directors for the time being entitled to receive notice of meetings of the Board shall be valid and effectual as if it had been passed at a duly convened meeting of the Board. Any such resolution may consist of several identical documents each signed by one or more Directors.

Meetings by Electronic Means

11.12 If -

- (a) the Directors confer by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communications,
- (b) all the Directors who for the time being are entitled to receive notice of a meeting of the Directors receive notice of the conference and have access to the means by which the conference is to take place, and
- (c) each of the Directors taking part in the conference is able to hear each of the other Directors taking part in the conference,

then all the provisions of these Articles relating to meetings of the Board shall apply to the conference as if such conference were a meeting of the Board and as if the Directors taking part in the conference were physically present together at a meeting, and any resolution passed by such conference shall be deemed to have been passed at a meeting of the Board held on the day on which and at the time at which the conference was held.

The fact that a Director is taking part in the conference shall be made known to all the other Directors taking part, and no Director may disconnect or cease to have access to his or her means of communication or otherwise cease to take part in the conference unless he or she makes known to all other Directors taking part that he or she is ceasing to take part in the conference. Until a Director makes it known that he or she is ceasing to take part in the conference he shall be deemed to continue to be present and to continue to form part of the quorum.

Declarations of Interest

11.13 A Director may not be counted in any quorum considering any contract or proposed contract with TIO Limited in which he or she is interested nor vote in respect of any such contract or proposed contract unless the Director discloses the existence and nature of that interest to the Board prior to voting and if he or she does so vote without making disclosure, his or her vote shall not be counted. Such Director may attest the affixation of the seal to such a contract.

Alternate Directors

11.14 With the approval of the Board, any Director may appoint:

- (a) any person or another Director to be an alternate or substitute Director in his or her place during such period as he or she thinks fit; and
- (b) a second person or Director to be an alternate or substitute Director to replace the first appointed alternate or substitute Director if he or she is unable or unwilling to act.

Any alternate or substitute Director shall be entitled to notice of meetings of Directors, to attend and vote at such meetings and to exercise all the powers of the appointor in his or her place. An alternate or substitute Director shall ipso facto vacate office if the appointor vacates or is removed from office. Any appointment or removal under this **article 11.14** shall be effected by notice in writing signed by the appointor and delivered to the registered office of TIO Limited.

11.15 An alternate Director who is also a Director in his or her own right shall be entitled to vote in his or her own capacity as Director and again for each alternate directorship held.

12 COUNCIL AND CONSTITUTION

Council

12.1 The Board shall establish a body of persons to form a council (the "**Council**"). The Council shall comprise such number of persons as determined by the Board from time to time in accordance with these articles but must consist of the following:

- (a) one independent Chairman (see **article 12.7**);
- (b) representation as follows:
 - (i) one nominee of Telstra;
 - (ii) one nominee of Optus;
 - (iii) one nominee of Vodafone; and
 - (iv) such number of persons as determined by the Board in accordance with these articles and the Council Election and Appointment Policy, to be appointed in accordance with these articles and the Council Election and Appointment Policy, each person being a nominee of any Member apart from Telstra, Optus or Vodafone which Member has the qualifications (if any) set out in the Council Election and Appointment Policy ("**Elected Industry Nominees**"); and
- (c) persons numbering three more than the number of Elected Industry Nominees, from groups representing users of telecommunications services or groups representing public interest issues relevant to telecommunications services ("**User Nominees**").

Number of Council members

12.2 The Board shall determine the number of Council members provided that:

- (a) any increase or decrease in the number of Council members (from the number that was immediately preceding) must be passed by special resolution of the Board;
- (b) in making any determination as to the number of Council members, the Board must adhere to the requirements of article 12.1; and
- (c) the total number of Council members may not be decreased below 9.

Term of appointment

12.3 Other than the representatives of Telstra, Optus and Vodafone, whose term on the Council shall be as determined by their respective organisations, persons appointed to the Council shall be appointed for a term of three years.

Re-appointment

12.4 Subject to these articles, all persons appointed to the Council from time to time shall be eligible for re-appointment to the Council for a further term or terms.

Remuneration

12.5 In recognition of their time, effort and commitment to TIO Limited, all Council members and the independent Chairman of the Council may be paid an honorarium from the funds of TIO Limited. The frequency and amount of the honorarium shall be determined by the Board from time to time.

Directors ineligible

12.6 No Director may be appointed to the Council during his or her term as a Director.

Independent Chairman

12.7 The Board shall appoint the independent Chairman of the Council. The independent Chairman must not be associated with any Member. Before appointment or re-appointment of the Chairman of the Council, the Board shall consult with Council members, the Federal Minister responsible for consumer affairs policy and the Federal Minister responsible for communications policy.

Appointment of User Nominees and Elected Industry Nominees

12.8 User Nominees and Elected Industry Nominees are to be nominated and appointed in accordance with the Council Election and Appointment Policy determined by the Board by special resolution from time to time. All Council Members are required to sign an undertaking to be bound by the TIO Council Election and Appointment Policy. Such policy shall not be altered except by special resolution of the Board.

Vacation of Office

12.9 The position of a Council member shall become vacant in accordance with the requirements and procedures of the Council Election and Appointment Policy.

Alternates

12.10 With the approval of the Council any Council member may appoint:

- (a) any person (including another Council member) to be an alternate Council member in his or her place during such period as he or she thinks fit; and
- (b) a second person (including another Council member) to be an alternate Council member to replace the first appointed alternate Council member if he or she is unable or unwilling to act.

Any alternate Council member shall be entitled to notice of meetings of the Council, to attend and vote at such meetings and to exercise all the powers of the appointor in his or her place. An alternate Council member shall ipso facto vacate office if the appointor vacates or is removed from office. A Council member may revoke the appointment of an alternate Council member appointed by him or her at any time. Any appointment or removal under this **article 12.10** shall be effected by notice in writing signed by the appointor and delivered to the registered office of TIO Limited.

12.11 An alternate Council member who is also a Council member in his or her own right shall be entitled to vote in his or her own capacity as a Council member and again for each alternate Council membership held.

Reimbursement of expenses

12.12 All Council members shall be reimbursed by TIO Limited for all reasonable travelling and other expenses incurred in undertaking activities of the Council, promptly upon production of appropriate receipts or other records accurately recording those expenses.

Constitution

12.13 TIO Limited shall operate in accordance with and observe the roles, functions, powers and obligations set out in the Telecommunications Industry Ombudsman Constitution annexed to these articles ("**Constitution**") for the time being in force and as that document may be modified or amended from time to time.

12.14 In becoming a Member of TIO Limited each Member agrees:

- (a) to be bound by and observe the terms of the Constitution; and
- (b) that any amendments to the Constitution shall be made in accordance with the terms of the Constitution for the time being in force.

13 OMBUDSMAN, ACTING OMBUDSMAN AND DEPUTY OMBUDSMAN

Ombudsman

13.1 The Council shall recommend from time to time to the Board a person to be appointed as the Ombudsman and the Board shall appoint him or her on the basis of that recommendation. Similarly, the Board shall, only on the recommendation of the Council, terminate the appointment of any person as the Ombudsman.

Acting Ombudsman

13.2 A person may be appointed as Acting Ombudsman, which appointment will last only until either a new Ombudsman is appointed or the existing Ombudsman is able to resume his or her duties (as the case may be), if:

- (a) the appointment of the Ombudsman has terminated or expired;
- (b) the Ombudsman is rendered physically or mentally incapable of carrying out his or her duties; or
- (c) the Ombudsman is or is to be absent and unable to perform his or her duties for an extended period.

13.3 The Acting Ombudsman shall be appointed in the same manner as the Ombudsman, and the appointment of the Acting Ombudsman shall only be terminated in the same manner as the appointment of the Ombudsman may be terminated, all as specified in **article 13.1**.

13.4 The Acting Ombudsman shall during his or her appointment have all the rights, powers and obligations of the Ombudsman.

Deputy Ombudsman

13.5 The Ombudsman may from time to time recommend to the Council a person to be appointed as the Deputy Ombudsman. The Council may recommend to the Board the appointment of that person, and the Board shall appoint that person on the basis of that recommendation. The Council may from time to time recommend to the Board that the appointment of the Deputy Ombudsman be terminated, and the Board shall terminate that appointment on the basis of that recommendation.

13.6 To the extent permitted by the Constitution, the Ombudsman may delegate rights, powers and obligations to the Deputy Ombudsman.

Terms of Appointment

13.7 The terms of appointment of the Ombudsman, the Acting Ombudsman and the Deputy Ombudsman shall include:

- (a) undertakings by those persons to:
 - (i) be bound by the provisions of the Constitution; and
 - (ii) promptly make a written declaration to the Chairman of the Board (or if there is no Chairman, to the Board generally) of

any actual or potential conflict of interest which may arise between their duties as officers of TIO Limited and their personal interests by reason of their having a direct financial interest in a Member or in a business operated by a complainant under the Scheme, after becoming aware of the conflict or potential conflict. Without limitation, the Ombudsman, Acting Ombudsman or Deputy Ombudsman is deemed to have a potential conflict of interest if he or she holds any share in any Member or complainant. The holding of a share or other financial interest in a Member by a family member of the Ombudsman, Acting Ombudsman or Deputy Ombudsman is deemed not to constitute an actual or potential conflict of interest; and

(b) such other terms as the Council may recommend.

13.8 The Ombudsman, the Acting Ombudsman and the Deputy Ombudsman must not be associated with any Member of TIO Limited.

14 SECRETARY

The Secretary shall be appointed by the Board for such term and upon such terms and conditions as the Board thinks fit. The Secretary may be removed by the Board provided that if the Secretary is also a Director of the Company, he or she shall not be entitled to receive any remuneration except as provided by these Articles.

15 SEAL

The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or a committee of Directors authorised by the Board in that behalf. Every instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by the Secretary, a second Director or some other person appointed by the Board for that purpose.

16 ACCOUNTS

16.1 The Board shall cause proper accounts and other records to be kept and shall distribute copies of financial statements and related documents as required by the Law.

16.2 Subject to the Corporations Act, the Board shall determine the times and places at which and the conditions and regulations upon which the accounting and other records of TIO Limited shall be open for inspection by the Members in accordance with **clause 4.2** of the Memorandum.

16.3 The first financial year of TIO Limited shall be the period from the date of incorporation to 30 June 1993 and thereafter from 1 July in each year to the following 30 June.

17 AUDIT

A properly qualified auditor or auditors shall be appointed and its or their duties regulated in accordance with the Corporations Act. Each report of the auditor or auditors shall be submitted to the Members as required by law.

18 NOTICES

- 18.1 Any notice required by law or by or under these Articles to be duly given to any Member shall be given by sending it by post to his or her address in the Register of Members. Where a notice is sent by post from within Australia, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice and to have been effected 2 days after the date of posting.
- 18.2 Notice of every General Meeting shall be given in any manner authorised by these Articles to:
- (a) every Member except those Members who have not supplied an address to TIO Limited for the giving of notices; and
 - (b) the auditor or auditors for the time being of TIO Limited, if required by law.
- 18.3 No other person shall be entitled to receive notice of General Meetings.

19 REVIEW OF SCHEME

- 19.1 The Board shall commission reviews of the Scheme and develop proposals for the continued operation or termination of the Scheme. Such reviews shall be completed prior to 1 July 1999 and every third anniversary of that date so as to allow sufficient time for any adjustments to or termination of the Scheme to be implemented before those dates, after sufficient consultation with Members, the Council, groups representing users of telecommunications services and groups representing public interest issues relevant to telecommunications services.
- 19.2 The Board shall consider any recommendation made at any time by the Council for a review of the operations of the telecommunications industry ombudsman scheme, and shall consult with the Council before setting the scope or the timing of any such review.

20 WINDING UP

- 20.1 The provisions of **clause 6** of the Memorandum relating to the winding-up or dissolution of TIO Limited shall have effect and be observed as if the same were repeated in these Articles.
- 20.2 If and only if The Telecommunications (Consumer Protection and Service Standards) Act 1999 no longer requires that Carriers and Eligible Carriage Service Providers enter into a telecommunications industry ombudsman scheme the Members may, by agreement, wind up TIO Limited or transfer it to those Members which choose to continue the scheme.

21 INDEMNITY AND INSURANCE

- 21.1 To the extent permitted by the Corporations Act, TIO Limited will, in the case of an action, claim or proceeding brought against an officer and may, at its election, in the case of an action, claim or proceeding initiated by an officer, indemnify each officer and each person who has been an officer of TIO Limited out of the assets of TIO Limited against any liability, loss, damage, cost, charge or expense incurred or to be incurred by the officer in or arising out of the conduct of any activity of TIO Limited or the proper performance by the officer of his or her duties.
- 21.2 TIO Limited may enter into an agreement containing an indemnity in favour of any officer on such terms as the Board may determine.
- 21.3 To the extent permitted by the Corporations Act, TIO Limited may pay any premium in respect of a contract of insurance between an insurer and an officer or any person who has been an officer of TIO Limited in respect of any liability suffered or incurred by the officer in or arising out of the conduct of any activity of TIO Limited or the proper performance by the officer of his or her duties.

(a)

WE, the persons whose names and addresses are subscribed, being the subscribers to the Memorandum, hereby agree to the foregoing Articles of Association.

Name and Address of Subscribers

Subscriber: **OPTUS NETWORKS PTY LTD**
 (ACN 008 570 330)
 of 54 Carrington Street, Sydney

THE COMMON SEAL of **OPTUS NETWORKS**)
PTY LTD is affixed in accordance)
with its articles of association in)
the presence of:)
Ian William Boatman

Director
IAN WILLIAM BOATMAN

Name of Director (print)
Paul Gerard O'Brien

Secretary
PAUL GERARD O'BRIEN

Name of Secretary (print)

Name and Address of Subscribers

Subscriber: **OPTUS MOBILE PTY LTD**
 (ACN 054 865 969)
 of 54 Carrington Street, Sydney

THE COMMON SEAL of **OPTUS MOBILE**)
PTY LTD is affixed in accordance)
with its articles of association in)
the presence of:)
Ian William Boatman

Director
IAN WILLIAM BOATMAN

Name of Director (print)
Paul Gerard O'Brien

Secretary
PAUL GERARD O'BRIEN

Name of Secretary (print)

Subscriber: **TELSTRA CORPORATION LTD**
(ACN 051 775 556)
of 242 Exhibition Street, Melbourne

THE COMMON SEAL of **TELSTRA**)
CORPORATION LTD is affixed)
in accordance with its articles)
of association in the presence of:)
William Franklin Blount)

Director
WILLIAM FRANKLIN BLOUNT

Name of Director (print)
James Robert Holmes

Secretary
JAMES ROBERT HOLMES

Name of Secretary (print)

Name and Address of Subscribers

Subscriber: **VODAFONE PTY LTD**
(ACN 056 161 043)
of 112 Talavera Road, North Ryde, NSW

THE COMMON SEAL of **VODAFONE PTY**)
LTD is affixed in accordance)
with its articles of association in)
the presence of:)
Philip John Cornish)

Director
PHILIP JOHN CORNISH

Name of Director (print)
Melanie Rebecca Polis

Secretary
MELANIE REBECCA POLIS

Name of Secretary (print)

JAMES ROBERT HOLMES)
of 66 Knights Road)

James Robert Holmes

Glen Waverley VIC 3150)
Megan Foster)

JAMES ROBERT HOLMES

(Signature of Witness)
MEGAN FOSTER

(name of Witness)
18 Cabot Drive, Epping

(Address of Witness)

DATED this 10th day of June

1993