AAIIG

AUSTRALIAN ARTIFICIAL INTELLIGENCE INDUSTRY GROUP

Constitution

Australian Artificial Intelligence Industry Group Limited

Australian public company limited by guarantee
Not-for-profit organisation

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Member guarantee	$10 per Member
Commencement	On ASIC registration of the Company

For adoption on incorporation

Each founding Member must agree in writing to this Constitution before the registration application is lodged. The written agreement and founding arrangements are set out in Part 13.

Contents

Part	Title	Page
1	Preliminary	3
2	Name, status, objects and powers	4
3	Not-for-profit operation and member guarantee	5
4	Membership	5
5	Member discipline and cessation	6
6	General meetings	7
7	Directors and Board	9
8	Officers, committees, chapters and working groups	11
9	Integrity, competition and policy positions	12
10	Finance, records and reporting	12
11	Notices, indemnity and insurance	13
12	Amendment and winding up	14
13	Adoption schedule	15

Document status and commencement

This is the Constitution for adoption by the Company on registration. Its document date identifies this version and is not a statement that ASIC has registered the Company. The Registration Date is the date shown on ASIC's certificate of registration.

The Constitution is to be agreed in writing by all founding Members before lodgement. After registration, amendments are governed by clause 49. The Company must retain this Constitution and the written agreements with its corporate records.

Version 1.1 replaces version 1.0 dated 24 July 2026.

Part 1 - Preliminary

1. Definitions

1.1 Act means the Corporations Act 2001 (Cth), including regulations and any statutory modification or re-enactment.

1.2 Affiliate means a person recognised by the Board as a student, observer, supporter, sponsor, participant or other non-member category. An Affiliate is not a member of the Company for the Act and has no vote merely because of that status.

1.3 Board means the board of Directors of the Company.

1.4 Chair means the Director appointed or elected to chair the Board.

1.5 Company means Australian Artificial Intelligence Industry Group Limited, after registration, or the company proposed to bear that name before registration.

1.6 Director means a director of the Company.

1.7 Individual Member means an individual admitted to membership and entered in the register of members.

1.8 Member means a person entered in the register of members as an Individual Member or Organisation Member.

1.9 Organisation Member means a body corporate, incorporated association, statutory body, trustee acting in that capacity, or other legal person capable of holding membership and admitted in that capacity.

1.10 Representative means the natural person appointed by an Organisation Member to exercise its membership rights.

1.11 Secretary means a company secretary of the Company.

1.12 State or Territory Chapter means a Board-established committee operating in a state or territory under clause 37 and not a separate legal entity.

1.13 Working Group means a Board-established committee, council, panel, taskforce or community of practice formed for a defined purpose.

1.14 Initial Directors means the 3 founding Directors identified in clause 31.4 and Part 13.

1.15 Registration Date means the date on which ASIC registers the Company, as shown on the certificate of registration.

2. Interpretation

2.1 Headings assist navigation only and do not affect interpretation.

2.2 The singular includes the plural and vice versa; a reference to a person includes an individual and a legal entity; “including” is not limiting.

2.3 A reference to writing includes electronic communication and an electronic record capable of being retained and reproduced.

2.4 A requirement under this Constitution is subject to the Act. If an inconsistency cannot be resolved, the Act prevails.

2.5 Unless the contrary intention appears, expressions defined in the Act have the same meaning in this Constitution.

2.6 The replaceable rules apply only to the extent they are not displaced or modified by this Constitution or are mandatory under the Act.

Part 2 - Name, status, objects and powers

3. Name and status

3.1 The name of the Company is Australian Artificial Intelligence Industry Group Limited, subject to registration and any later lawful change.

3.2 The Company is a public company limited by guarantee and has no share capital.

3.3 The Company is established and must be operated as a not-for-profit entity.

3.4 The Company is intended to operate nationally, with its state or territory of registration recorded as South Australia.

3.5 This Constitution takes effect on the Registration Date, provided each person named as a Member in the registration application has agreed in writing to its terms before the application is lodged, in accordance with the Act.

4. Principal purpose and objects

4.1 The principal purpose of the Company is to promote the development, capability, responsible adoption, commercialisation, assurance and beneficial use of Australian artificial intelligence and related information and communications technology resources for the benefit of Australia and the Australian community.

4.2 The Company may increase practical and responsible AI adoption across Australian organisations, including businesses, government, research, education, community organisations and not-for-profits;

4.3 The Company may build Australian capability through education, skills development, mentoring, workforce initiatives, knowledge exchange and implementation-ready resources;

4.4 The Company may advance trustworthy AI through standards alignment, assurance, safety, security, privacy, transparency, ethics, evaluation and risk-management practices;

4.5 The Company may connect AI creators, adopters and ecosystem enablers and facilitate lawful collaboration, research, pilots, procurement readiness, commercialisation, investment and export opportunities;

4.6 The Company may undertake research, ecosystem mapping, benchmarking and publication of evidence concerning Australian AI capability, adoption, risks, needs and opportunities;

4.7 The Company may convene national and local events, chapters, sector councils, communities of practice and Working Groups;

4.8 The Company may provide an independent, balanced and evidence-based industry voice in policy, standards, regulatory and market-development discussions;

4.9 The Company may support regional, small and medium enterprise, startup, diverse and inclusive participation in the Australian AI ecosystem;

4.10 The Company may develop, administer or support voluntary codes, guidance, professional-development or accreditation programs where appropriate integrity safeguards are in place;

4.11 The Company may partner with governments, regulators, standards bodies, research institutions, education providers, industry associations and other organisations whose work supports the objects; and

4.12 The Company may do all other lawful things incidental or conducive to advancing the principal purpose and objects.

4.13 The Company must pursue its objects so that its dominant purpose remains development of Australian AI and related ICT resources and public-facing industry capability, rather than merely providing services, commercial opportunities or private advantages to Members.

4.14 Any benefit to a Member must be incidental, reasonable and subordinate to the principal purpose, except for payments expressly permitted by clause 6.

5. Powers

5.1 Subject to the Act and this Constitution, the Company has the legal capacity and powers of an individual and a body corporate, but may exercise them only to advance its objects.

5.2 Without limitation, the Company may receive fees, grants, gifts and sponsorship; employ or engage people; enter contracts; own and license property and intellectual property; invest funds prudently; establish programs; and make grants or procure services consistent with its objects.

Part 3 - Not-for-profit operation and member guarantee

6. Application of income and property

6.1 The income and property of the Company must be applied solely towards its objects and must not be paid or distributed, directly or indirectly, to a Member merely because they are a Member.

6.2 Clause 6.1 does not prevent the Company from making in good faith:

6.2(a) reasonable payment for goods supplied or services properly rendered to the Company on arm's-length terms;

6.2(b) reimbursement of reasonable expenses properly incurred on behalf of the Company;

6.2(c) payment of interest at a reasonable commercial rate on money borrowed from a Member;

6.2(d) reasonable rent for premises leased to the Company;

6.2(e) a payment, benefit or indemnity authorised by the Act, this Constitution or a policy approved under it; or

6.2(f) financial assistance or program benefits available on objective terms in furtherance of the objects, provided Member status does not confer an improper preference.

6.3 The Board must identify and manage conflicts and related-party requirements before approving any payment or benefit involving a Director, Member, sponsor, officeholder or their associate.

7. Limited guarantee

7.1 Each Member undertakes to contribute an amount not exceeding $10 to the property of the Company if it is wound up while they are a Member or within one year after they cease to be a Member, for payment of the Company's debts and liabilities contracted before they ceased to be a Member, winding-up costs and adjustment of contributors' rights.

7.2 A former Member has no liability under the guarantee for a debt or liability contracted after they ceased to be a Member.

Part 4 - Membership

8. Forms of legal membership

8.1 The legal forms of membership are Individual Member and Organisation Member. They have the same voting rights unless the Act requires otherwise.

8.2 The Board may designate a Member as a Founding Member for recognition only. That designation creates no additional vote, property right, veto, office or entitlement.

8.3 The Board may create Affiliate categories and benefits by policy. An Affiliate is not entered in the register of members, has no guarantee and has no right to vote or requisition a meeting.

8.4 Sponsorship, partnership, event attendance, newsletter subscription, certification, accreditation or participation in a chapter or Working Group does not of itself create membership.

9. Eligibility

9.1 An applicant must support the objects, agree to comply with this Constitution and applicable policies, and meet any objective eligibility criteria approved by the Board.

9.2 An Organisation Member must be capable of holding membership and must appoint a Representative in accordance with clause 14. A trust applies through its trustee and an unincorporated body applies through a legal person capable of assuming the membership obligations.

9.3 The Board must not adopt eligibility criteria or decisions that unlawfully restrict competition, discriminate contrary to law, or allow a sponsor or commercial competitor to exclude another person for an improper purpose.

10. Application and written agreement

10.1 An applicant must apply in the form approved by the Board and agree in writing to become a Member, to be bound by this Constitution and to give the guarantee in clause 7.

10.2 The Board may require reasonable information to assess eligibility, conflicts, compliance history or the capacity of an Organisation Member's Representative.

10.3 The Company must handle personal information under applicable law and the privacy policy.

11. Admission

11.1 The Board may admit or refuse an applicant by resolution, acting in good faith and consistently with the objects, eligibility criteria and competition-law obligations.

11.2 The Board is not required to give reasons where doing so would breach confidence or law, but should provide a fair and intelligible explanation where practicable.

11.3 Membership begins when the applicant is entered in the register of members after any required fee has been paid or waived.

11.4 The founding Members who consent in writing and are named as Members in the registration application become Members on the Registration Date in accordance with the Act. The Company must enter them in the register of members as Individual Members.

12. Fees

12.1 The Board may set application, annual or program fees, due dates, concessions and waivers by policy and must communicate them before they become due.

12.2 Fees may differ for objective reasons such as organisation size, included participants or program access, but paying a higher fee or sponsorship amount must not purchase extra votes or improper influence.

12.3 The Board may suspend non-statutory benefits for overdue fees after reasonable notice. A Member does not cease to be a Member solely for non-payment unless clause 17 is followed or a policy expressly accepted by the Member provides for automatic cessation after at least 60 days' notice.

13. Register of members

13.1 The Company must keep a register of members containing the information required by the Act and may keep it electronically.

13.2 A Member must promptly notify the Company of changes to its name, address, contact details or Representative.

13.3 Inspection and use of the register are subject to the Act, privacy law and safeguards against improper use.

14. Organisation Member Representatives

14.1 An Organisation Member must appoint one natural person as its Representative by written notice and may replace that person at any time by written notice.

14.2 A Representative may attend, speak and vote for the Organisation Member and may be nominated for office if otherwise eligible, but the Organisation Member has only one vote.

14.3 The Company may rely on the latest notice recorded in its register and may require evidence that the appointment is authorised.

15. Rights and obligations

15.1 Each Member may receive notices, attend and vote at general meetings, nominate eligible candidates and participate in activities subject to this Constitution and policies.

15.2 Each Member must act consistently with the objects; comply with law, this Constitution and applicable policies; avoid misuse of confidential or personal information; declare relevant conflicts; and not imply authority to speak for the Company without delegation.

15.3 Membership does not guarantee work, referrals, funding, procurement, accreditation, speaking opportunities, policy influence or any financial return.

Part 5 - Member discipline and cessation

16. Resignation

16.1 A Member may resign by written notice. Resignation takes effect on receipt or a later date stated in the notice.

16.2 Resignation does not release an amount already due, an obligation of confidence or the guarantee described in clause 7.

17. Suspension or termination

17.1 The Board may suspend rights or terminate membership only where it reasonably considers that the Member has materially breached this Constitution or a policy, engaged in serious misconduct, caused or threatened material harm to the Company, ceased to meet eligibility requirements, or failed to pay a fee after the process in clause 12.3.

17.2 Before deciding, the Company must give written notice of the allegations and proposed action, provide at least 14 days to respond, consider the response impartially, and give written notice of the decision and reasons, subject to lawful confidentiality.

17.3 A Director with a material conflict must not participate. The Board may appoint an independent panel or investigator.

17.4 An interim suspension may be imposed where reasonably necessary to manage an immediate safety, legal, reputational or integrity risk, but must be reviewed promptly.

18. Appeal

18.1 A Member may appeal a termination or suspension longer than 30 days by written notice within 21 days after the decision.

18.2 The appeal must be determined by the Members at a general meeting or by an independent appeal panel appointed by the Board and not involved in the original decision, as the Board determines.

18.3 The appeal decision is final within the Company, without limiting any legal right.

19. Other cessation events

19.1 A person ceases to be a Member on death, winding up or dissolution, resignation, valid termination, or any other event specified by the Act.

19.2 The Company must promptly update the register and may retain former-member records as required by law or legitimate record-keeping needs.

Part 6 - General meetings

20. Annual general meetings

20.1 The Company must hold its first annual general meeting within 18 months after registration and thereafter at least once in each calendar year and within the period required by the Act after the end of the financial year.

20.2 The business of an annual general meeting includes reports and financial matters required by law, election of Directors when due, appointment of an auditor or reviewer if required, and other business stated in the notice.

21. Calling general meetings

21.1 The Board may call a general meeting and must do so when required under the Act.

21.2 Members may request or call a meeting only in accordance with the Act.

22. Notice

22.1 At least 21 days' notice must be given unless the Act permits shorter notice and the necessary consent is obtained.

22.2 The notice must state the date, time, place or technology, general nature of business, any special resolution, and proxy rights and procedures required by law.

22.3 An accidental omission or non-receipt does not invalidate a meeting to the extent provided by the Act.

23. Technology and attendance

23.1 A meeting may be held at one or more physical locations, as a hybrid meeting or virtually, to the extent permitted by law, using technology that gives Members as a whole a reasonable opportunity to participate.

23.2 The Chair may make reasonable procedural directions to verify identity, manage speaking, voting, recording, safety and technical disruption.

24. Quorum

24.1 If the Company has fewer than 3 voting Members, all voting Members constitute a quorum. Otherwise a quorum is 3 voting Members or 10% of voting Members, rounded up, whichever is greater, but need never exceed 10 voting Members.

24.2 If no quorum is present within 30 minutes, a requisitioned meeting is dissolved; another meeting is adjourned to a time determined by the Chair or Board. At an adjourned meeting, the Members present after 30 minutes constitute a quorum if permitted by the notice of adjournment.

24.3 No business may be transacted without a quorum except appointment of a chair and adjournment.

25. Chairing and procedure

25.1 The Board Chair presides, or in their absence the Deputy Chair; if neither is willing or present, the Directors present or Members present elect a chair for the meeting.

25.2 The chair must conduct the meeting fairly, allow a reasonable opportunity to participate and decide procedural questions, subject to the Act and this Constitution.

25.3 The chair may adjourn with the consent of the meeting or where reasonably necessary for safety, orderly conduct or technology failure.

26. Voting

26.1 Each Member has one vote, exercised personally, by an Organisation Member’s Representative or by proxy where permitted.

26.2 An ordinary resolution is passed by more than half the votes cast by Members entitled to vote. A special resolution requires the majority and notice prescribed by the Act.

26.3 A tied vote means the resolution is not passed. The chair has no casting vote at a general meeting.

26.4 A vote may be taken by show of hands, electronic method or poll. A poll may be demanded as permitted by the Act and must be conducted as the chair determines consistently with law.

26.5 A Member is not entitled to vote while suspended from voting rights under a valid disciplinary decision or while otherwise disqualified by the Act.

27. Proxies and representatives

27.1 A Member entitled to attend and vote may appoint a proxy in the manner and by the deadline stated in the notice, consistently with the Act.

27.2 A proxy need not be a Member unless the Act requires otherwise. A proxy appointment may specify how the proxy is to vote.

27.3 An Organisation Member may attend through its Representative without a separate proxy.

28. Written resolutions of Members

28.1 The Company may use a written or electronic Member resolution only where and to the extent the Act permits a public company to do so.

Part 7 - Directors and Board

29. Number and composition

29.1 The Company must have at least 3 and not more than 9 Directors, or another maximum approved by special resolution without reducing the statutory minimum.

29.2 At least 2 Directors must ordinarily reside in Australia and the Company must meet all other statutory residency requirements.

29.3 Subject to clause 32.1, at least 3 Directors must be elected by Members. For this composition requirement only, the Initial Directors serving their initial terms under clause 31.4 count towards that minimum without requiring election at the first annual general meeting. The Board may appoint up to 2 additional skills-based Directors, but appointed Directors must never exceed one-third of the Board.

29.4 The Board should seek diversity of geography, sector, organisation size, professional background, lived experience and relevant governance, technical, legal, safety, education and commercial capability.

30. Eligibility and consent

30.1 A Director must be an individual at least 18 years old, not disqualified from managing corporations, have obtained any required director identification number before appointment, and consent in writing.

30.2 A Director need not be a Member but must support the objects and comply with the code of conduct and interests policy.

30.3 A person employed by the Company may be a Director only if the Board and Members have approved appropriate conflict and remuneration safeguards. The Chief Executive, if any, is not automatically a Director.

31. Election, appointment and term

31.1 Elected Directors hold office from the close of the meeting at which they are elected for approximately 2 years, ending at the close of the second annual general meeting after election, subject to the term limits and transitional arrangements in this clause 31.

31.2 Subject to the founding-director exception in clause 31.6 and the exceptional extension in clause 31.9, an elected Director may serve a maximum of 3 consecutive elected terms, representing approximately 6 years. The AGM-based service limit in clause 31.8 also applies.

31.3 A skills-based Director appointed by the Board serves until the next annual general meeting and may then be reappointed for terms not exceeding 2 years, subject to a maximum of 6 consecutive years.

31.4 The Initial Directors are Michael Levene, Wendy Perry and Rebecca Bennett, subject to their written consents and inclusion as initial Directors in the registration application. They take office on the Registration Date and hold office until the close of the first annual general meeting held on or after the third anniversary of the Registration Date. They need not retire or stand for election at the first annual general meeting. All terms remain subject to clause 32.

31.5 The Board must publish a fair nomination and election process, including eligibility, closing date, candidate information, conflicts and voting method.

31.6 Each Initial Director's initial term under clause 31.4 counts as the first of a maximum of 3 consecutive terms. Subject to election by Members, an Initial Director may then serve up to 2 further consecutive elected terms under clause 31.1. This founding-director exception permits approximately 7 years of consecutive service, comprising the initial 3-year term and 2 subsequent 2-year terms, subject to clauses 31.8 and 31.9. It applies only to the consecutive service period beginning on the Registration Date and does not restart after a break in service.

31.7 The first Board must establish a transitional election schedule to achieve staggered retirement as additional elected Directors join:

31.7(a) the positions held by the Initial Directors form one election group, first retiring under clause 31.4;

31.7(b) additional elected positions are to form a second group intended to retire at the annual general meeting immediately before the Initial Directors first retire, so the groups subsequently retire at alternating annual general meetings;

31.7(c) additional elected Directors may have a shorter first term, including one ending at the next annual general meeting after election. Before nominations open, the Board must publish each position's election group and term-ending annual general meeting. No transitional term may exceed the normal term in clause 31.1; and

31.7(d) after transition, positions follow clause 31.1. The Board must preserve staggered elections as far as practicable, without extending an existing term, changing the Initial Directors' first retirement point or overriding Member voting rights. Without additional elected Directors, the Initial Directors retire together.

31.8 The limits in clauses 31.2 and 31.6 use AGM-based retirement dates, not exact anniversaries. Unless clause 31.9 applies, retirement must occur by the close of the first annual general meeting on or after the sixth anniversary of the start of consecutive elected service, or, for an Initial Director serving continuously from registration, the seventh anniversary of the Registration Date. Any later-ending term must be shortened. This clause does not extend an earlier retirement date under clauses 31.1, 31.4 or 31.7.

31.9 At a limit under clauses 31.2, 31.6 or 31.8, a Director must leave office for at least 12 months before re-election. Members may, by special resolution, approve one additional elected term under clause 31.1 for an exceptional transition. The meeting notice must state the reasons and proposed term. The Director must still be elected, by that resolution or separately. The Board cannot grant an exception.

32. Casual vacancies, removal and cessation

32.1 The Board may appoint an eligible person to fill a casual elected vacancy until the next annual general meeting, when the position must be filled by election for the balance of the term or a new term as stated in the notice.

32.2 Members may remove a Director and appoint another person as permitted by the Act. This Constitution does not restrict statutory removal rights.

32.3 A Director ceases office on resignation, death, disqualification, removal, expiry of term, absence from 3 consecutive Board meetings without approved leave, or any other event under the Act, after the Board applies a fair process for an absence-based cessation.

33. Board powers and duties

33.1 The Board manages the business and affairs of the Company and may exercise all Company powers not required by the Act or this Constitution to be exercised by Members in general meeting.

33.2 Directors must comply with their legal duties, act in good faith for proper purposes, exercise care and diligence, avoid improper use of position or information, prevent insolvent trading and promote the Company's objects.

33.3 The Board is responsible for strategy, risk, finance, legal compliance, membership, policy integrity, chapter governance, appointments, delegations and oversight of any accreditation or assurance program.

34. Board meetings

34.1 The Board must meet at least quarterly and may meet in person or using technology that allows all participating Directors to communicate.

34.2 A Director may call a meeting by reasonable notice. Urgent meetings may be called on shorter notice if reasonable in the circumstances.

34.3 The quorum is a majority of Directors in office, meaning more than half, with a minimum of 2. A quorum must be present throughout consideration of a matter. A conflicted Director not entitled to vote is not counted towards the quorum for the affected matter unless the Act permits otherwise.

34.4 A resolution is passed by a majority of votes cast by Directors entitled to vote. Where only 2 Directors are present and entitled to vote on a matter, both must vote in favour for the resolution to pass and the Chair has no casting vote. In other cases, the Chair has a casting vote on an ordinary Board matter, but not on the Chair's election, removal, remuneration, conflict, discipline or any matter where a casting vote would be inappropriate.

34.5 A circular resolution is valid only if all Directors entitled to vote sign or otherwise assent in writing to the same resolution, unless the Act requires a different process.

34.6 The Board must keep minutes and record material decisions, dissent, conflicts and delegations.

Part 8 - Officers, committees, chapters and working groups

35. Officers and Secretary

35.1 The initial Chair, Deputy Chair and Treasurer are identified in Part 13. After each annual general meeting, the Board reviews those roles and appoints from among the Directors a Chair, Deputy Chair and Treasurer, and may create other officer roles. An officer holds that role until the Board's next appointment decision, unless the officer resigns, ceases to be a Director or is replaced by the Board earlier. An officer appointment is separate from the person's term as a Director and is not guaranteed for the duration of that term.

35.2 The Chair leads governance and meetings; the Treasurer oversees financial governance; officers remain accountable to the Board and have only delegated authority.

35.3 The Company must have at least one Secretary who ordinarily resides in Australia. The Board appoints and may remove a Secretary, subject to the Act and written consent.

35.4 The Board may appoint a chief executive or secretariat on terms it approves and may delegate day-to-day functions while retaining oversight.

35.5 Michael Levene is the initial Secretary, subject to his written consent and inclusion as Secretary in the registration application. At its first meeting after the first annual general meeting, the Board must review the combined Chair and Secretary arrangement, with a view to separating those roles as soon as practicable. The review does not automatically terminate his Secretary appointment. He continues until a successor is appointed, unless he resigns or is lawfully removed earlier, and the Company must continue to meet clause 35.3.

35.6 Rebecca Bennett is nominated as the initial Public Officer for taxation purposes. The Board must record her appointment and arrange any notification required by taxation law. The Public Officer role is separate from the roles of Director, Treasurer and Member and does not itself confer any additional vote.

36. Committees and delegation

36.1 The Board may establish committees and delegate powers to a Director, committee, employee, contractor or officeholder in writing, subject to conditions and limits.

36.2 The Board may not delegate a power that law requires the Board or Members to exercise and may revoke or amend a delegation at any time.

36.3 A delegate must report as required and comply with this Constitution, Board policy, conflicts, confidentiality, financial controls and competition law.

37. State and Territory Chapters

37.1 The Board may establish, recognise, merge, suspend or close a Chapter under written terms of reference.

37.2 A Chapter is an internal committee and has no separate legal personality, ownership of funds, membership register or authority except as expressly delegated.

37.3 A Chapter must not open a bank account, employ staff, enter a contract, incur a liability, borrow money, own property, commence litigation, issue accreditation or make a public policy statement in the Company's name without written Board authority.

37.4 All Chapter income, expenditure, sponsorship, records, branding and data belong to or are controlled by the Company and must be accounted for through national systems.

37.5 A Chapter committee is accountable to the Board, must operate within an approved budget and workplan, and must provide reports and comply with national policies.

37.6 Participation in a Chapter does not create a separate or additional vote in the Company.

38. Working Groups, sector councils and advisory panels

38.1 The Board may establish Working Groups with defined purpose, scope, membership, chair, term, deliverables, budget and reporting requirements.

38.2 Working Group outputs are recommendations unless the Board delegates authority. Publication in the Company's name requires approval under the communications or policy-position process.

38.3 The Board may invite non-members with relevant expertise, provided conflicts, confidentiality, intellectual property and competition risks are managed.

Part 9 - Integrity, competition and policy positions

39. Conflicts and related parties

39.1 Directors, committee members, employees and delegates must disclose material personal interests and other actual, potential or perceived conflicts promptly and update the register of interests at least annually.

39.2 A conflicted person must not receive papers, participate or vote on a matter except to the extent the non-conflicted decision-makers determine this is lawful and appropriate.

39.3 Related-party transactions and benefits must comply with the Act, be demonstrably in the Company's interests, on reasonable terms, properly documented and approved at the correct level.

40. Competition law

40.1 The Company and every person participating in its activities must comply with competition and consumer law.

40.2 No meeting or communication may be used to agree, coordinate or exchange competitively sensitive information concerning prices, discounts, margins, bids, customers, territories, output, capacity, supplier or customer boycotts, salaries, non-poach arrangements or other restricted conduct.

40.3 The Chair must stop an inappropriate discussion, record the intervention and, where necessary, obtain legal advice or end the meeting.

40.4 Benchmarking, procurement, accreditation, directories, collective bargaining or standard-setting must use objective, lawful processes and obtain specialist advice where risk exists.

41. Independence and policy positions

41.1 Policy positions must be evidence-based, consistent with the objects, developed under a transparent process and approved by the Board or a properly delegated committee.

41.2 A sponsor, donor, major Member or service provider has no right to direct a policy position, accreditation decision, procurement decision or disciplinary outcome.

41.3 The Company must disclose material funding or conflicts where necessary to preserve the integrity of a public position.

41.4 Nothing in this Constitution authorises the Company to support or oppose a political party or candidate. The Company may engage in lawful, non-partisan public policy advocacy that advances its objects.

Part 10 - Finance, records and reporting

42. Financial year and funds

42.1 The financial year ends on 30 June unless the Board resolves otherwise in compliance with law and tax requirements.

42.2 The Board must approve an annual budget, monitor solvency, maintain appropriate reserves and ensure funds are used only for the objects.

42.3 Company money must be held in accounts in the Company's name. Payments and commitments require approval under Board delegations and must be supported by appropriate records.

42.4 The Board may accept restricted grants or gifts only where the restrictions are lawful, feasible and consistent with the objects and independence of the Company.

43. Financial records and reports

43.1 The Company must keep written financial records that correctly record and explain its transactions and financial position and would enable true and fair financial statements to be prepared and audited or reviewed where required.

43.2 Financial records must be retained for at least 7 years or longer where another law, grant, contract or policy requires.

43.3 The Company must prepare, have audited or reviewed, lodge and distribute financial reports to the extent required by its current reporting tier, the Act, tax law, grant terms and any other applicable law.

43.4 The Board must determine the Company's reporting tier and auditor or reviewer requirements after each financial year and whenever revenue or DGR status changes.

44. Corporate records and inspection

44.1 The Company must keep the Constitution, register of members, officeholder consents, minutes, resolutions, interests register, delegations, policies and other records required by law.

44.2 Minutes must be entered in the minute book within the statutory period and signed or authenticated as required.

44.3 Members may inspect records only to the extent the Act or Board policy permits. The Board may protect legal privilege, personal information, confidential commercial information, whistleblower identity and security-sensitive information.

45. Complaints and whistleblowing

45.1 The Board must maintain fair processes for complaints, member discipline, appeals, privacy incidents and protected disclosures.

45.2 The Company must maintain a whistleblower policy when required by law and may voluntarily maintain one at other times. No person may retaliate against a person for making a protected disclosure or good-faith complaint.

Part 11 - Notices, indemnity and insurance

46. Notices

46.1 A notice may be given personally, by post or electronically to the latest address recorded by the Company, subject to the Act.

46.2 A notice is taken to be given when the Act or applicable law provides, or otherwise when it would ordinarily be received in the chosen form.

47. Common seal and execution

47.1 The Company need not have a common seal. If it adopts one, the Board must control its custody and use.

47.2 Documents may be executed by the Company in any manner permitted by law and under an approved delegation.

48. Indemnity and insurance

48.1 To the maximum extent permitted by law, the Company indemnifies each current and former Director, Secretary and officer against liabilities and legal costs incurred as an officer, excluding liabilities or costs that cannot lawfully be indemnified.

48.2 The Company may pay premiums for directors and officers insurance to the extent permitted by law and should maintain insurance appropriate to its activities and risks.

Part 12 - Amendment and winding up

49. Amendment

49.1 This Constitution may be adopted, modified or repealed only in accordance with the Act, including by special resolution where required.

49.2 Before proposing an amendment to the objects, not-for-profit clause, guarantee or winding-up clause, the Board must obtain legal and tax advice on the consequences for regulatory, grant and tax status.

49.3 The Company must lodge or provide the amended Constitution to a regulator within any applicable deadline.

50. Winding up and surplus assets

50.1 If the Company is wound up or dissolved and property remains after satisfaction of all debts and liabilities, the surplus must not be paid or distributed to a Member.

50.2 The surplus must be transferred to one or more not-for-profit entities that:

50.2(a) have objects similar to or inclusive of promoting development, capability, responsible adoption or beneficial use of Australian artificial intelligence or related ICT resources;

50.2(b) prohibit distribution of income and property to members to an extent at least as strong as clause 6;

50.2(c) if the Company is income-tax exempt at that time, are also income-tax exempt or otherwise satisfy the applicable tax requirements; and

50.2(d) are selected by the Members by special resolution at or before winding up, or failing a valid selection, by a court with jurisdiction.

50.3 The amount of a Member's guarantee under clause 7 may be applied as required by law, but no Member has any right to the surplus.

Part 13 - Adoption schedule

Company particulars

Company name	Australian Artificial Intelligence Industry Group Limited
Structure	Australian public company limited by guarantee, operated as a not-for-profit
Document	AAIIG-NFP-01, version 1.1, dated 8 September 2026
Adoption and effect	Adopted on the Registration Date after all founding Members agree in writing before lodgement
State of registration	South Australia
Guarantee	$10 per Member under clause 7
Financial year-end	30 June, subject to clause 42.1
Authorised applicant	Michael Levene

Founding members and initial officeholders

Name	Membership	Initial roles
Michael Levene	Individual Member	Director, Chair and Secretary
Wendy Perry	Individual Member	Director and Deputy Chair
Rebecca Bennett	Individual Member	Director, Treasurer and Public Officer

The initial Director and Secretary appointments take effect on registration in accordance with the registration application, written consents and the Act. The initial Chair, Deputy Chair and Treasurer roles are subject to clause 35.1. The Public Officer appointment is to be recorded and notified as required under clause 35.6.

The Initial Directors' first terms and subsequent eligibility are governed by clauses 31.4 and 31.6. Their membership does not expire with a Director or officer appointment, and their designation as founding Members gives no extra vote or permanent office.

This schedule records the founding arrangements. Later changes to the holders of these roles must be made under this Constitution and recorded in the appropriate registers and minutes; they do not require these historical founding details to be rewritten.

Founding Members' written agreement

Australian Artificial Intelligence Industry Group Limited

Constitution AAIIG-NFP-01 | Version 1.1 | 8 September 2026

Each person signing below, before lodgement of the Company's registration application:

(a) consents to become an Individual Member of the Company on registration and to be named as a Member in the registration application;

(b) agrees in writing to the terms of this Constitution, including the founding arrangements, for adoption by the Company on registration under section 136(1)(a) of the Corporations Act 2001 (Cth);

(c) agrees to be bound by this Constitution and undertakes to give the guarantee, limited to $10, on the terms in clause 7; and

(d) authorises Michael Levene to lodge this agreed Constitution with the application to register the Company.

This agreement may be signed in counterparts, including electronically where permitted by law, provided each counterpart identifies and relates to this same Constitution. Each signature must bear its actual date. The Company must retain all signed counterparts or equivalent written agreements with its records.

Michael Levene

Signature: _____ Date: _____

Wendy Perry

Signature: _____ Date: _____

Rebecca Bennett

Signature: _____ Date: _____

This written agreement records membership and constitutional consent. The required Director and Secretary consents must also be obtained and retained separately. No signature or consent is implied merely by a person's name appearing in this document.