

MEMORANDUM OF INCORPORATION

of

**TENNIS SOUTH AFRICA NPC
Registration number: 2000/018796/08**

a non profit company referred to in this Memorandum of Incorporation (MOI) as
the Company

This MOI is in a form unique to the Company as contemplated in section 13(1)(a)(ii) of the
Companies Act, 2008 (**the Act**)

ADOPTION OF MOI

This MOI was adopted by a special resolution of the Affiliate Members of the
Company on **31 AUGUST 2021**..... and substitutes the Company's existing
MOI registered by CIPC on 22 October 2018.



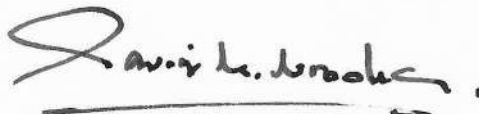

DIRECTOR.



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1. DEFINITIONS AND INTERPRETATION

1.1 In this MOI, unless the context indicates the contrary:

1.1.1 **Act** means the Companies Act, 71 of 2008;

1.1.2 **Affiliate Member** means any tennis association in South Africa representing Registered Tennis Members in the Province in which it is situated, which has been admitted as an Affiliate Member by the Council in terms of Article 7.8 and which has a right to vote at Council Meetings;

1.1.3 **Affiliate Representative** means a person appointed by each Affiliate Member to represent, attend, participate and vote on such Affiliate Member's behalf at Council Meetings;

1.1.4 **AGM** means a Leap Year AGM and/or Interim AGM as required by the context;

1.1.5 **Annual Affiliation Fee** means the applicable annual fee determined from time to time by ordinary resolution of the Council of Members, which each Affiliate Member is required to pay to the Company to become and remain an Affiliate Member;

1.1.6 **Annual Membership Fee** means the applicable annual fee which each Member who is a natural person, is required to pay to the Company to become and remain a Member;

1.1.7 **Appeals Committee** means a committee established by the Board from time to time, comprising a majority of committee members who are independent of the Company, to assist the Company with appeals in relation to disciplinary matters;

1.1.8 **Associate Member** means an organisation or other body approved by the ITF, which does not qualify as an Affiliate Member, including a national representative body of a university or similar tertiary institution or a Special Interest Group admitted as an associate member of the Company, and which does not have a right to vote at Council Meetings;

- 1.1.9 **Associate Representative** means a person appointed by each Associate Member to represent, attend, and participate in Council Meetings on such Associate Member's behalf;
- 1.1.10 **Athletes' Commission** means a committee of the Board comprising tennis players and established by the Board for the purposes of representing the interests of tennis players in South Africa;
- 1.1.11 **Auditors** means the Company's appointed auditors;
- 1.1.12 **BBBEE Act** means the Broad Based Black Economic Empowerment Act, 53 of 2003, and all regulations and codes thereto;
- 1.1.13 **Black People** has the meaning assigned thereto in Schedule 1 to the Codes of Good Practice contemplated in the BBBEE Act, and **Black Person** has a corresponding meaning;
- 1.1.14 **Board** means the board of Directors of the Company;
- 1.1.15 **Board Charter** means the Board Charter of the Company which documents amongst other things, the role, responsibilities, requirements and procedural conduct of TSA's board of directors, as amended from time to time;
- 1.1.16 **Business Day** means any Day other than a Saturday, Sunday or South African Public Holiday;
- 1.1.17 **CEO** means the chief executive officer being the person appointed by the Board to represent the Company and to oversee the management and administration of the Company;
- 1.1.18 **Chairman** means an Elected Director elected as the chairman of the Board in accordance with the provisions of Article 20, or in his absence, the Vice-Chairman;
- 1.1.19 **CIPC** means the Companies and Intellectual Property Commission;

- 1.1.20 **Club** means an association or collectivity of persons within a District, voluntarily associated with each other or organised for the purpose of playing the game of tennis, excluding a School Club, which Club is a member of a District Member;
- 1.1.21 **Coaching Member** means a Full Club Member who is registered with the Company as a tennis coach;
- 1.1.22 **Codes and Policies** means:
- 1.1.22.1 any code/s of conduct and/or policies of the Company determined from time to time by the Board and approved by the Council; and
- 1.1.22.2 any national or international codes of conduct or policies applicable to the game of tennis and to which the Company subscribes;
- 1.1.23 **Council Meeting** means an AGM, General Council Meeting and/or Special Council Meeting as required by the context;
- 1.1.24 **Council of Members** means collectively, the Directors, Affiliate Representatives, and Associate Representatives;
- 1.1.25 **Day** means a calendar day;
- 1.1.26 **Director's Certificate** means the document to be signed by all Directors prior to their election confirming amongst other things that they have read, understood and agree to be bound by the Board Charter and are not ineligible to be, or disqualified from being, a Director;
- 1.1.27 **Directors** means the Elected Directors and the Ex-Officio Directors;
- 1.1.28 **Disciplinary Committee** means a committee established by the Board from time to time, comprising a majority of committee members who are independent of the Company, to assist the Company with disciplinary matters;
- 1.1.29 **District** means one of the 52 districts into which the Provinces are divided;

- 1.1.30 **District Member** means a tennis association representing Registered Tennis Members in its District, which District Member is a registered member of the Province in which it is situated;
- 1.1.31 **Elected Director** means a non-executive Director other than an Ex-Officio Director, elected to the Board in accordance with the provisions of Articles 12.1 to 12.10;
- 1.1.32 **Ex-Officio Director** means a non-executive Director who by virtue of his appointment as a representative of a Special Interest Group, is accepted by the Board as an Ex-Officio Director of the Company in accordance with the provisions of Articles 11.1 to 11.9;
- 1.1.33 **Financial Year** means 1 April to 31 March of each year;
- 1.1.34 **Full Club Member** means any person of any age who is a registered and fully paid up member of a Club and is admitted as a Member but is not entitled to attend, participate and/or vote at Council Meetings;
- 1.1.35 **General Council Meeting** means a meeting of the Council of Members as referred to in article 8.33;
- 1.1.36 **Good Standing** means a person or entity which has complied with all of its obligations to the Company, including if applicable, the payment of all applicable Annual Affiliation Fees by the due date therefor and the fulfilment of all other requirements for membership of the Company, complied with the provisions of this MOI and its memorandum of incorporation of other founding document (if applicable) and all applicable Codes and Policies, has not been expelled or suspended from membership of the Company for any reason and is not otherwise found guilty, or accused of, any act or omission which in the Board's opinion, may bring the Company's name into disrepute or may prejudice its reputation;

- 1.1.37 **Head Office** means the Company's principal place of business from time to time, currently Block 12 East, Lords Office Block, Centurion, Pretoria, 0157, the postal address of which is P O Box 521022, Saxonwold, 2132;
- 1.1.38 **Income Tax Act** means the Income Tax Act, 58 of 1962, as amended or replaced from time to time;
- 1.1.39 **Interim AGM** means any annual general meeting of the Council of Members other than a Leap Year AGM, to be held on or before 30 September of each Year other than an official leap year on the Gregorian calendar (being a year consisting of 366 days) in which a Leap Year AGM is to be held;
- 1.1.40 **ITF** means International Tennis Federation;
- 1.1.41 **Leap Year AGM** means an annual general meeting of the Council of Members to be held by the Company:
- 1.1.41.1 on or before 30 September 2021; and
- 1.1.41.2 thereafter on or before 30 September of every official leap year on the Gregorian calendar (being a year consisting of 366 days), commencing in 2024;
- 1.1.42 **Leap Year Board Meeting** means a Board Meeting at which the Chairman and Vice-Chairman are elected;
- 1.1.43 **Members** means collectively, the Affiliate Members, Associate Members, Full Club Members, School Club Members, Virtual Club Members, Officiating Members, Coaching Members and Supporting Members who have been admitted as members of the Company, and **Member** means any one of them;
- 1.1.44 **Month** means a month calculated from a particular Day in one month to the Day before the Day numerically corresponding to it in the following month;
- 1.1.45 **National President** means the Chairman;



- 1.1.46 **National Vice-President** means the Vice-Chairman;
- 1.1.47 **Nominations Committee** a committee established by the Board to recommend persons for election to the Board;
- 1.1.48 **Officiating Member** means an umpire, linesman or similar official of the game of tennis, who need not be a member of an Associate Member or of a Club, and who is admitted as a Member but is not entitled to attend, participate and/or vote at Council Meetings;
- 1.1.49 **Province** means one of the 9 provinces of South Africa determined in accordance with its applicable geo-political boundary;
- 1.1.50 **Registered Tennis Member** means a person of any age who is a registered and fully paid-up member of a Club or Virtual Club;
- 1.1.51 **Regulations** means the Regulations to the Act;
- 1.1.52 **Risk, Social and Ethics Committee** means a committee established by the Board from time to time, comprising a majority of committee members who are independent of the Company, to assist the Company with matters relating to social responsibility and ethics;
- 1.1.53 **Rules** means rules relating to the governance of the Company in respect of matters that are not addressed in the Act or the MOI, as contemplated in section 15(3) of the Act;
- 1.1.54 **SARS** means the South African Revenue Service;
- 1.1.55 **SASCOC** means the South African Sports Confederation and Olympic Committee;
- 1.1.56 **School Club** means a public school or an independent school which enrolls learners in one or more grades from grade R to grade twelve, and/or a home school which is registered as such with the National Department of Education;

- 1.1.57 **School Club Member** means a person of the age of 18 years and under, who is a member of a School Club, who plays tennis exclusively in School Club events and who is admitted as a Member, but is not entitled to attend, participate and/or vote at Council Meetings;
- 1.1.58 **Special Council Meeting** means a meeting of the Council of Members as referred to in article 8.35;
- 1.1.59 **Special Interest Group** means special interest groups designated as such by the Company, including the Athletes' Commission and national committees constituted by the Company from time to time;
- 1.1.60 **Supporting Member** means an individual who is a supporter or a player of the game of tennis, who is not a Full Club Member, School Club Member, Coaching Member, Officiating Member, Virtual Club Member or member of an Affiliate Member or Associate Member, and is not entitled to attend, participate and/or vote at Council Meetings;
- 1.1.61 **TSA Database** means the designated database of the Company on which amongst other things, all Members are registered and Annual Membership Fees and Annual Affiliation Fees are paid;
- 1.1.62 **Vice-Chairman** means the vice-chairman elected in accordance with the provisions of Article 20;
- 1.1.63 **Virtual Club** means an association or collectivity of individuals who are not Members of the Company other than by virtue of being Virtual Club Members, who are voluntarily associated with each other or organised for the purpose of playing, or supporting the playing, of the game of tennis, and/or acquiring the benefits of being a Member, which Virtual Club:
- 1.1.63.1 has established a presence and conducts its business in a virtual space;
- 1.1.63.2 is established by the Company for a specific District, and has as its exclusive jurisdiction, the District for which it is established;

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- 1.1.63.3 admits as Virtual Club Members, any individuals who are not otherwise Members of the Company and who reside in the District for which it is established; and
- 1.1.63.4 is a Member of the Company but may not attend, participate and/or vote at Council Meetings;
- 1.1.64 **Virtual Club Member** means a registered member of a Virtual Club who is by virtue of such registration, a Registered Tennis Member of the Affiliate Member of the Province in which the Virtual Club is established;
- 1.1.65 **Year** means a year calculated from a particular Day in one year to the Day before the Day numerically corresponding to it in the following year.
- 1.2 A reference to any legislation (including statutes, ordinances, regulations and by-laws) must be construed as a reference to that legislation as at the date on which this MOI is adopted by the Company, and as may be amended or re-enacted or substituted from time to time.
- 1.3 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this MOI.
- 1.4 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa.
- 1.5 For the purposes of this MOI, whenever any number of Days is prescribed, it excludes the first and includes the last Day unless the last Day falls on a Saturday, Sunday or South African public holiday in which case the last Day will be the next succeeding Business Day.
- 1.6 For the purposes of this MOI, "written" or "in writing" includes all electronic forms of writing or signature (whether in type or handwritten), transmitted by electronic communication.

2. INCORPORATION AND NATURE OF THE COMPANY

Incorporation

- 2.1 The Company is incorporated as a Non Profit company, as defined in the Act.
- 2.2 The Company is incorporated in accordance with, and governed by:
- 2.2.1 the unalterable provisions of the Act that are applicable to Non Profit companies, subject to any higher standards, greater restrictions, longer periods of time or more onerous requirements set out in this MOI in accordance with section 15(2)(a)(iii) of the Act;
- 2.2.2 the alterable provisions of the Act that are applicable to Non Profit companies, subject to any limitation, extension, variation or substitution set out in this Memorandum; and
- 2.2.3 the provisions of this MOI.

Objects and Powers of the Company

- 2.3 The Company has the following objects:
- 2.3.1 primarily, to manage, promote, control and regulate the interests of the people and tennis players who take part in the sport of tennis on a non-professional basis as a pastime and to promote the game of tennis within South Africa;
- 2.3.2 as an ancillary function, to manage, promote, control and regulate the interests of professional tennis players and to raise funds for and on behalf of such professional tennis players;
- 2.3.3 to support and maintain the rules and regulations of the game of tennis adopted by the Company and, in conjunction therewith, to uphold and maintain the rules and regulations of the ITF, as amended, insofar as they do not conflict with the rules and regulations adopted by the Company;
- 2.3.4 to uphold and comply with the World Anti-Doping Code;

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- 2.3.5 to arrange and/or regulate all national and international tennis tournaments and tennis championships in South Africa;
- 2.3.6 to institute a system of effective management and administration of the game of tennis in South Africa;
- 2.3.7 to operate as a single, democratic and non-racial body controlling tennis in South Africa;
- 2.3.8 to uphold and implement the principles of appointment and selection of tennis players on merit;
- 2.3.9 unless for political, legal or other reasons it is not possible to do so, insofar as it is possible, to do all such things as are necessary for the Company to become, and to remain, a member of the ITF, the Confederation of African Tennis, the National Sports Council and SASCO or their respective successors in title;
- 2.3.10 to promote international participation in tennis tournaments by registered South African tennis players;
- 2.3.11 to provide maximum opportunities for all aspiring tennis players and in particular those players from disadvantaged communities, with a view to making the South African national teams as representative as possible;
- 2.3.12 to promote the game of tennis and the administration thereof among those communities who have been disadvantaged prior to May 1994 such that the game of tennis will be fully representative of all the population groups of South Africa; and
- 2.3.13 to generally do all such things that are, directly or indirectly, conducive to the Company's objects.

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- 2.4 The Company has as its sole or principal objects those objects set out in Article 2.3 and, in this regard, the Company must ensure that:
- 2.4.1 all such activities are carried on in a non-profit manner and with an altruistic or philanthropic intent;
 - 2.4.2 it does not directly or indirectly distribute any surplus funds to any person other than as provided for in this MOI upon dissolution of the Company;
 - 2.4.3 it does not pay any remuneration to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered;
 - 2.4.4 no such activity is intended to directly or indirectly promote the economic self-interest of any fiduciary, director, member or employee of the Company, otherwise than by way of reasonable remuneration;
 - 2.4.5 its activities are for the benefit of, or are widely accessible to, that sector of the general public who are interested in or participate in tennis;
 - 2.4.6 it does not directly or indirectly distribute any of its funds to any person (otherwise than in the course of undertaking its public benefit activities) and is required to utilise its funds solely for the object for which it has been established;
 - 2.4.7 it does not accept any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation.
- 2.5 The Company:
- 2.5.1 may not use its resources directly or indirectly to support, advance or oppose any political party;

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- 2.5.2 must comply with such additional obligations or restrictions as may be required in terms of any regulations to the Income Tax Act pertaining to section 10 and section 30; and
- 2.5.3 must comply with such reporting requirements as may be determined by the South African Revenue Service, from time to time.
- 2.6 Except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are not subject to any restriction, limitation or qualification, as contemplated in section 19 (1)(b)(ii) of the Act.
- 2.7 Upon dissolution of the Company, its net assets and funds must be distributed to one of the following (as determined by the Board at that time):
- 2.7.1 a public benefit organisation contemplated in paragraph (a)(i) of the definition of a "public benefit organisation" in section 30(1) of the Income Tax Act which has been approved in terms of section 30(3) of the Income Tax Act;
- 2.7.2 any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity; or
- 2.7.3 the government of South Africa, whether in the national, provincial or local sphere, contemplated in section 10(1)(a) of the of the Income Tax Act.

MOI and Company Rules

- 2.8 The Board or Affiliate Members entitled to exercise at least 25% of the voting rights exercisable on such resolution may at any time propose a special resolution to amend the MOI as contemplated in section 16(1)(c)(i) of the Act. The special resolution may be passed at a Special Council Meeting or in writing in accordance with the provisions of Article 8.36 of this MOI.
- 2.9 The Company must submit a copy of any amendment of this MOI to the tax exemption unit of SARS.

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- 2.10 In accordance with section 16(7) of the Act, within 10 Business Days after the date of the special resolution referred to in Article 2.8, the Company must file a copy of the amended MOI with a copy of the special resolution and a Notice of Amendment, and pay the prescribed fee to CIPC.
- 2.11 As contemplated in section 16(9) of the Act, an amendment of the MOI takes effect:
- 2.11.1 if the name of the Company is changed, on the date set out in the amended registration certificate issued by CIPC; and
- 2.11.2 in any other case, on the later of:
- 2.11.2.1 the date on which the Notice of Amendment is filed; or
- 2.11.2.2 the date, if any, set out in the Notice of Amendment.
- 2.12 The Board may make, amend or repeal any necessary or incidental Rules as contemplated in section 15(3) of the Act.
- 2.13 The Board must:
- 2.13.1 deliver a copy of the Rules and any amendment or repeal of the Rules to each Member by hand, electronic mail or facsimile, as contemplated in section 15(3)(a) of the Act; and
- 2.13.2 file a copy of the Rules or any amendment or repeal of the Rules, with CIPC.
- 2.14 Any Rules made, amended or repealed as contemplated in Article 2.12:
- 2.14.1 take effect on the later of:
- 2.14.1.1 10 Business Days after the Rules are filed with CIPC; or
- 2.14.1.2 the date, if any, specified in the Rules;

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- 2.14.2 are binding:
- 2.14.2.1 on an interim basis from the time the Rules take effect until the Rules are put to a vote at the next Council Meeting; and
- 2.14.2.2 on a permanent basis only if the Rules are ratified by an ordinary resolution of the Council of Members.
- 2.15 As contemplated in section 17(1) of the Act, the Board, or an individual authorised by the Board, may alter the Rules or the MOI in any manner necessary to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document, by:
- 2.15.1 delivering a notice of the alteration to each Member by hand, electronic mail or facsimile; and
- 2.15.2 filing a copy of the notice of the alteration with CIPC.
- 2.16 As contemplated in section 17(5) of the Act, after filing one or more alterations or amendments to its MOI, the Company may at any time file a consolidated revision of its MOI as altered or amended.
- 2.17 A consolidated revision of the MOI must be accompanied by a sworn statement by an Elected Director of the Company, or a statement by an attorney or notary public, stating that the consolidated revision of the MOI is a true, accurate and complete representation of the Company's MOI as altered or amended up to the date of the statement.

Application of Optional Provisions of the Act

- 2.18 As contemplated in section 84(1)(c) of the Act:
- 2.18.1 the Company's annual financial statements must be audited; and
- 2.18.2 except to the extent that the Company is required by the Act or the Regulations to have its annual financial statements audited as contemplated in

section 84(1)(c)(i) of the Act, the Company is not required to comply with the provisions of Chapter 3 of the Act in relation to such audit.

- 2.19 The Company is not required to comply with Part B and C of chapter 5 of the Act and the takeover regulations, except to the extent that the Company is required by the Act or the Regulations to comply with such provisions as contemplated in section 118(1)(c)(ii) of the Act.

3. **VOTING AND NON-VOTING MEMBERS OF THE COMPANY**

- 3.1 As contemplated in Item 4(1) of Schedule 2 of the Act, the Company has two classes of Members, namely:

3.1.1 Affiliate Members, being voting Members; and

3.1.2 Associate Members, Full Club Members, School Club Members, Coaching Members, Officiating Members, Virtual Club Members and Supporting Members, being non-voting Members.

3.2 Associate Members may attend and participate in Council Meetings but may not vote at Council Meetings.

3.3 Full Club Members, School Club Members, Coaching Members, Officiating Members, Virtual Club Members and Supporting Members may not attend, participate in or vote at any Council Meetings.

4. **FUNDING APPLICATIONS**

In relation to funding applications made to third parties, the Affiliate Members and Associate Members are considered to be joint applicants together with the Company and shall not qualify for funding in their individual capacities.

5. **ADMINISTRATION AND CONTROL**

- 5.1 The Company is in terms of the National Sports and Recreation Act, 1998, a National Federation. As a National Federation, the Company is the national



governing body of tennis in South Africa and is the only authority for the administration and control of tennis in South Africa both nationally and in the Provinces and Districts.

- 5.2 All Affiliate Members, and through them all District Members, are ultimately accountable to the Company and must comply with the Company's lawful requirements in relation to the conduct of their businesses and other activities.
- 5.3 To ensure uniform compliance, each Affiliate Member must have a standardised memorandum of incorporation containing substantially the same governance principles contained in this MOI, amended as required by the context, which memorandum of incorporation must be approved by the Company in terms of Article 7.11.

6. INTERVENTION WHEN NOT IN GOOD STANDING

Affiliate Members

- 6.1 All Affiliate Members must ensure that at all times, they comply with applicable law, adhere as far as possible to the principles of good corporate governance contained in the King IV Report on Corporate Governance for South Africa and maintain a solvent and liquid financial position.
- 6.2 An Affiliate Member may not use its assets or funds other than in furtherance of its objects as specified in its memorandum of incorporation.
- 6.3 The Company may, in its discretion, conduct or arrange the conduct of audits of the financial and other records of an Affiliate Member to ensure the Affiliate Member's compliance with the provisions of this Article 6 and any other applicable provision of this MOI.
- 6.4 If:
- 6.4.1 the Affiliate Member fails to comply with the provisions of this Article 6 or any other applicable provisions of this MOI;

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- 6.4.2 the number of Registered Tennis Members of an Affiliate Member falls below 200 as recorded in the TSA Database as at 30 June of any Year, to assist it to increase its membership of Registered Tennis Members;
- 6.4.3 on any one or more occasions, the Affiliate Member fails to:
- 6.4.3.1 timeously provide the Company with the notice calling its annual general meeting;
- 6.4.3.2 hold its annual general meeting within the time prescribed by its memorandum of incorporation;
- 6.4.3.3 conduct an election of its directors as prescribed by its memorandum of incorporation; or
- 6.4.3.4 have its annual financial statements audited as required by its memorandum of incorporation;
- 6.4.4 on any one or more occasions, the Affiliate Member fails to provide the Company with true and correct copies of the following documentation, which is to be provided to the Company on or before 31 July of each Year:
- 6.4.4.1 the minutes of its annual general meeting held within the immediately preceding 12 month period as required by its memorandum of incorporation;
- 6.4.4.2 a copy of its audited annual financial statements; or
- 6.4.4.3 a notice informing the Company of the persons elected as directors of the Affiliate Member;
- 6.4.5 the Board is of the opinion that an act or omission of the Affiliate Member has, or is likely to, prejudice the Company or jeopardise its membership of any local or international sporting body or controlling authority;



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- 6.4.6 the Board is of the opinion that the Affiliate Member has been subject to maladministration and/or for any other reason, including but not limited to the items listed in this Article 6.4, is no longer in Good Standing or is in terms of Article 6.5 or Article 7.17, deemed not to be in Good Standing; or
- 6.4.7 for any other reason, the Board is of the opinion that it is necessary to do so in order to protect the interests of the game of tennis and/or the Company;
- then the Board may, without prejudice to its rights to terminate the Affiliate Member's membership in terms of Article 7.43.2:
- 6.4.8 in its discretion, suspend the membership of an Affiliate Member and/or suspend any funding to the Affiliate Member;
- 6.4.9 at the cost of the Affiliate Member or otherwise, assume responsibility for the affairs of the Affiliate Member concerned until such time that the Board is of the opinion that the financial and/or other affairs of the Affiliate Member are in order, and in doing so, may amongst other things, suspend and/or replace its directors/officers and/or employees with administrators who shall:
- 6.4.9.1 be accountable to, and take instructions from, the Board;
- 6.4.9.2 assume all decision-making powers of the suspended directors/officers and employees;
- 6.4.9.3 assume control of the Affiliate Member's finances and banking accounts;
- 6.4.9.4 have the authority to instruct the Affiliate Member's directors/officers and employees on a daily basis.
- 6.5 If the Board takes any of the steps in Article 6.4.8 or 6.4.9, the Affiliate Member is deemed to not be in Good Standing.

District Members

- 6.6 Since the Company has ultimate control and authority over a District Member, if in terms of the Affiliate Member's memorandum of incorporation, a District Member is not in Good Standing, the Company may in its discretion, either in consultation with the Affiliate Member or on the Affiliate Member's behalf, intervene in the management of the District Member concerned as provided in the Affiliate Member's memorandum of incorporation.

7. RIGHTS OF MEMBERS

Application for Membership

- 7.1 Membership of the Company is open to Affiliate Members, Associate Members, Full Club Members, School Club Members, Coaching Members, Officiating Members, Virtual Club Members and Supporting Members.
- 7.2 Application to become a Member may be made by completing a membership application form available from the Company on request and submitting the duly completed application form and the documents specified in the application form to the Head Office.
- 7.3 The address selected by the applicant on the membership application form shall be deemed to be the address at which the applicant shall accept delivery of all notices and correspondence from the Company from time to time. The applicant may change such address at any time by giving the Company at least 7 Days prior written notice of such change.
- 7.4 The physical location of the Club or School Club of which an applicant is a member and the jurisdiction of a Virtual Club of which the applicant is a Virtual Club Member shall determine the Affiliate Member by whom the Member is represented.
- 7.5 All communication from the applicant to the Company must be made to the Head Office.

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- 7.6 An applicant shall be admitted to membership as an Associate Member if the Council of Members is satisfied that:
- 7.6.1 the applicant functions in accordance with principles which do not conflict with the Company's MOI and/or the Codes and Policies;
 - 7.6.2 the applicant is recognised and accepted as a national organisation which is responsible for the control and management of a particular tennis related activity;
 - 7.6.3 the applicant functions on a national basis;
 - 7.6.4 the applicant abides by the Codes and Policies and the World Anti-Doping Code; and
 - 7.6.5 the admission of the applicant as a Member of the Company will be in the interests of the applicant's members and of the Company.
- 7.7 Although Associate Members are not required to pay any fees to become or remain Members of the Company, if it is determined that any fees are payable by Associate Members in respect of their membership of the Company, such fees will be payable on the same basis as Annual Affiliation Fees payable by Affiliate Members.
- 7.8 An applicant shall be admitted as an Affiliate Member of the Company if a resolution to admit the applicant as an Affiliate Member is supported by a special resolution of the Council of Members.
- 7.9 Any other applicant who is a natural person shall be admitted as a Member on receipt by the Company of a duly completed membership application form, together with all documents specified in the membership application form, and full payment of the prescribed Annual Membership Fee payable by the class of Member for which the applicant has requested membership and provided that the Board is satisfied that the applicant qualifies to be a Member. Payment of the Annual Membership Fee entitles the Member concerned to membership of the Company for a period of 12 months from the date of payment.

- 7.10 Members may not sell their membership rights or any entitlement in terms thereof.

Amendments/Replacements of Constitutional Documents

- 7.11 If at any time, in the case of an applicant which has a constitution or memorandum of incorporation, the applicant's constitution or memorandum of incorporation is amended or replaced, the applicant must immediately notify the Company thereof and provide the Company with a copy of the amendments or the replacement constitution or memorandum of incorporation. Such amendments shall not be of any force or effect unless and until they are approved by ordinary resolution of the Council of Members.

Annual Financial Statements

- 7.12 Each Affiliate Member and Associate Member must within 5 days after receipt of a written request from the Company, but in any event within 30 Days after the end of its annual general meeting, provide the Company with true, correct and complete copies of its annual financial statements and minutes of its annual general meeting.

Voting Rights

- 7.13 Subject to Articles 7.14, 7.16 and 7.18, at Council Meetings held from 1 July in one Year (**Year 1**) to 30 June of the following Year, each Affiliate Member shall have:
- 7.13.1 one vote; and
- 7.13.2 an additional vote for every 1000 Registered Tennis Members over the age of 18 years, recorded as such in the TSA Database as at 30 June in Year 1, subject to a maximum of 5 additional votes.
- 7.14 An Affiliate Member which as at 30 June in Year 1, has less than 200 Registered Tennis Members over the age of 18 years, recorded as such in the TSA Database as at 30 June in Year 1, shall not have any vote at any Council Meetings held from 1 July of Year 1 until 30 June of the following Year but may still attend and participate in all Council Meetings held within such period.

- 7.15 Each Affiliate Member must by 30 June in Year 1, provide the Company with its updated database of Registered Tennis Members in a format acceptable to the Company and pay the Annual Affiliation Fee to the Company in full.
- 7.16 Each Year, the Auditors shall provide the Company with written confirmation of the number of votes of each Affiliate Member based on the records in the TSA Database as at 30 June in Year 1, which number of votes shall apply from 1 July of Year 1 until 30 June of the following Year.
- 7.17 An Affiliate Member which fails to comply with the provisions of Article 7.15 is deemed to not be in Good Standing.
- 7.18 An Affiliate Member determined by resolution of the Board as not in Good Standing or is deemed to not be in Good Standing as provided in Article 6.5 or Article 7.17 shall not be entitled to attend and participate in, or vote at any Council Meetings, or in writing as provided in Article 8.36, until such time that the Board confirms by resolution that the Affiliate Member is in Good Standing.
- 7.19 As indicated in Article 3.2, Associate Members may attend and participate in Council Meetings but may not vote at Council Meetings.

Appointment of Representatives

- 7.20 Each Affiliate Member may appoint a maximum of two Affiliate Representatives to attend Council Meetings, at least one of whom must be a Black Person.
- 7.21 If two Affiliate Representatives are appointed, both may participate in and speak at Council Meetings but only one may vote on behalf of the Affiliate Member he represents. The Affiliate Member must notify the Company in writing as to which Affiliate Representative may vote on its behalf.
- 7.22 Each Associate Member may appoint a maximum of two Associate Representatives to attend Council Meetings, at least one of whom must be a Black Person.

- 7.23 If two Associate Representatives are appointed, both may participate in and speak at Council Meetings.
- 7.24 The instrument appointing an Affiliate Representative or Associate Representative as the case may be, must:
- 7.24.1 be in writing in a format acceptable to the Company;
- 7.24.2 be dated and signed by the president or other authorised representative of the Member appointing the representative;
- 7.24.3 be accompanied by a written resolution of the relevant Member confirming the appointment.

Appointment of Proxies

- 7.25 If an Affiliate Member or Associate Member has respectively appointed an Affiliate Representative or Associate Representative, such Affiliate Member or Associate Member need not appoint a proxy in order to exercise its rights.
- 7.26 As contemplated in section 58(1) of the Act, if any Affiliate Representative or Associate Representative is unwilling or unable to attend a Council Meeting and/or to otherwise act on behalf of the Affiliate Member or Associate Member they respectively represent:
- 7.26.1 the Associate Member may appoint the Chairman or any other person who is a Registered Tennis Members and a member of that Associate Member, and in Good Standing in relation to the Company, as its proxy to represent, attend, and participate on the Associate Member's behalf at Council Meetings or in writing in accordance with Article 8.36 of this MOI, in the place and stead of the Associate Representative who cannot do so; and
- 7.26.2 each Affiliate Member may appoint the Chairman or any other person who is a Registered Tennis Member and member of that Affiliate Member, and in Good Standing in relation to the Company, as its proxy to represent, attend, participate and vote on the Affiliate Member's behalf at Council Meetings or in

writing in accordance with Article 8.36 of this MOI, in the place and stead of the Affiliate Representative who cannot do so. If required, the proxy must be a Black Person as required by Article 7.22

- 7.27 The instrument appointing a proxy must:
- 7.27.1 be in writing in a format acceptable to the Company;
 - 7.27.2 be dated and signed by the president or other authorised representative of the Member appointing the proxy;
 - 7.27.3 be accompanied by a written resolution of the relevant Member confirming the appointment.

Requirement to Deliver Proxy Instrument to the Company

- 7.28 As contemplated in section 58(3)(c) of the Act, a copy of the instrument appointing a proxy must be delivered to the Company or to any other person on behalf of the Company, before the proxy exercises any rights of the Member for whom he acts as proxy at the relevant Council Meeting.

Validity of Proxy

- 7.29 In accordance with section 58(4) of the Act, a proxy's appointment:
- 7.29.1 is revocable unless the proxy instrument expressly states otherwise;
 - 7.29.2 unless the instrument provides that the appointment is irrevocable, may be revoked by the relevant Member by written notice to that effect, delivered to the proxy and to the Company, or by making a later inconsistent appointment of another proxy.
- 7.30 In accordance with section 58(2) of the Act, a proxy instrument remains valid for:
- 7.30.1 one Year after the date on which it was signed; or

- 7.30.2 any longer or shorter period expressly set out in the proxy instrument, unless it is revoked in accordance with section 58(4) of the Act.
- 7.31 As contemplated by section 58(4) of the Act, a proxy's appointment is suspended at any time and to the extent that an Associate Member or Affiliate Member chooses to act directly and in person in the exercise of any rights as a Member.

Authority of Proxy to Delegate

- 7.32 As contemplated in section 58(3)(b) of the Act, unless the instrument appointing the proxy provides otherwise, a proxy may delegate his authority to act for an Associate Member or Affiliate Member to any person who meets the requirements of Article 7.26.1 or 7.26.2, as applicable, provided that prior to delegation to such third party, the proxy obtains the written approval thereof from the Associate Member or Affiliate Member whom he represents.

Deliberative Authority of Proxy

- 7.33 As contemplated in section 58(7) of the Act, a proxy may not exercise or abstain from exercising the voting rights of the Affiliate Member whom he represents other than in accordance with that Affiliate Member's instructions.

Annual Membership Fees

- 7.34 Every Member who is a natural person shall pay the Company an Annual Membership Fee which subject to the other provisions of this MOI in relation to membership, entitles such person to membership of the Company for the period specified in Article 7.9.
- 7.35 The Annual Membership Fee shall be determined by the Board and if increased by more than 10% in any Year, shall be submitted to the Council of Members for approval by ordinary resolution.



Codes and Policies

- 7.36 Each Member shall comply with the Codes and Policies insofar as it/they relate/s to them.

Members Rights to Information

- 7.37 The Members do not have any additional rights to information other than the rights contained in section 26(1) of the Act.

Affiliate Members' Authority to Act

- 7.38 As contemplated in section 57(2) of the Act, if at any time, the Company only has one Affiliate Member, that Affiliate Member can exercise all voting rights on any matter at any time without complying with any notice requirements and other internal formalities.

Record Date for Exercise of Member Rights

- 7.39 As contemplated in section 59(1) of the Act, the Board may set a record date for the purposes of determining which Members are entitled to:

- 7.39.1 receive notice of a Council Meeting;
- 7.39.2 participate in and/or vote at a Council Meeting;
- 7.39.3 decide any matter by written consent or electronic communication, as contemplated in section 60 of the Act; or
- 7.39.4 exercise any other rights.

- 7.40 As contemplated in section 59(2) of the Act, the record date may not be:

- 7.40.1 earlier than the date on which the record date is determined; or
- 7.40.2 more than 10 Business Days before the date on which the event or action for which the record date is being set, is scheduled to occur.

- 7.41 As contemplated in section 59(3), if the Board fails to determine a record date for the exercise of Members' rights, the record date for the relevant matter is:
- 7.41.1 in the case of a Council Meeting, the latest date by which the Company is required to give Members notice of the Council Meeting; and
- 7.41.2 in any other case, the date of the event or action.

Termination of Membership

- 7.42 A Member shall cease to be a Member of the Company if:
- 7.42.1 being an Affiliate Member or an Associate Member:
- 7.42.1.1 it resigns as a Member by written notice to that effect to the Company;
- 7.42.1.2 it is liquidated, wound up or subject to business rescue proceedings, whether voluntarily or compulsorily and whether provisionally or finally;
- 7.42.1.3 it commits what would be an act of insolvency as defined in the Insolvency Act, 24 of 1936, if committed by a natural person;
- it is resolved by ordinary resolution of the Council of Members, that it no longer satisfies the requirements for membership as an Affiliate Member or Associate Member, as the case may be;
- 7.42.2 being a natural person, the period of his membership of the Company provided for in clause 7.9 expires and he does not renew his membership by paying the Annual Registration Fee or has had his or her membership withdrawn by the Company for any reason;
- 7.43 that Member:
- 7.43.1 resigns as a Member by written notice to that effect to the Company;

- 7.43.2 is no longer in Good Standing in relation to the Company and it is determined by resolution of the Board that the Member's membership should be terminated.

Reinstatement of Membership

- 7.44 A Member whose membership has been terminated in accordance with the provisions of this MOI may apply in writing to the Company for reinstatement as a Member.
- 7.45 An Affiliate Member's membership of the Company may be reinstated if a resolution to reinstate the applicant to membership of the Company is supported by a special resolution of the Council of Members.

8. COUNCIL MEETINGS

Requirement to Hold Council Meetings

- 8.1 As contemplated in section 61(2)(c)(ii) of the Act, in addition to the meetings specifically required by the Act, the Company is required to hold Interim AGMs and Leap Year AGMs.
- 8.2 As contemplated in section 61(1) of the Act, all Council Meetings shall be called by the Board, which may call a Council Meeting at any time.
- 8.3 At each AGM, the Chairman shall present the Board's report on the activities of the Company for the past Year, together with the Company's audited annual financial statements.

Affiliate Members' Rights to Requisition a Council Meeting

- 8.4 As contemplated in section 61(3) of the Act, amongst other things, the Board or the National President must call a Council Meeting if the Company receives written demands:
- 8.4.1 describing substantially the same specific purpose for which the Council Meeting is proposed; and
- 8.4.2 made and signed by Affiliate Members holding at least 10% of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the requested Council Meeting.
- 8.5 As contemplated in section 61(6) of the Act, at any time before the start of a Council Meeting requisitioned in accordance with section 61(3), an Affiliate Member who submitted a demand for the Council Meeting may withdraw such demand. The Company must cancel the Council Meeting if as a result of one or more demands being withdrawn, the voting rights of any remaining Affiliate Members in aggregate, fall below the minimum percentage of voting rights required to call a Council Meeting as specified in Article 8.4.2 of this MOI.

Location of Council Meetings

- 8.6 As contemplated in section 61(9) of the Act, the Board shall determine the date, time and venue at which a Council Meeting is to take place.

Notice of Council Meetings

- 8.7 As contemplated in section 62(1) of the Act, at least 15 Business Days before the date on which the Council Meeting is scheduled to take place, the Company must deliver a notice of the Council Meeting to each Affiliate Member who is entitled to receive such notice as at the record date for the Council Meeting, each Associate Member and to each Director.

- 8.8 Directors shall be entitled to attend and participate in discussions at Council Meetings but shall not have a vote in respect of any matter to be decided at a Council Meeting.
- 8.9 As contemplated in section 62(2A) of the Act, the Company may call a Council Meeting with less notice than required by Article 8.7, but such meeting may proceed only if every Affiliate Member entitled to exercise voting rights in respect of any item on the agenda for the meeting:
- 8.9.1 is present at the Council Meeting; and
- 8.9.2 votes to waive the required minimum notice of the Council Meeting.
- 8.10 As contemplated in section 62(3) of the Act, the notice convening a Council Meeting must be in writing and must include:
- 8.10.1 the date, time and place for the Council Meeting;
- 8.10.2 the record date of the Council Meeting;
- 8.10.3 the general purpose of the Council Meeting, and any specific purpose if the Council Meeting has been requisitioned in accordance with paragraph 8.4 of this MOI;
- 8.10.4 a copy of any proposed resolution of which the Company has received notice and which is to be considered at the Council Meeting, and the percentage of voting rights required for the resolution to be adopted;
- 8.10.5 if the Council Meeting can be participated in electronically, a notice informing the Affiliate Members and Associate Members that they may participate in the meeting by using electronic communication and that access to and use of the electronic communication is at the relevant Members' expense (unless the Board decides otherwise);



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- 8.10.6 in the case of an AGM:
- 8.10.6.1 the financial statements to be presented (or a summarised form thereof);
- 8.10.6.2 directions for obtaining a complete copy of the financial statements for the preceding Financial Year; and
- 8.10.7 a reasonably prominent statement that:
- 8.10.7.1 Affiliate Members and Associate Members are entitled to appoint a proxy to attend, participate in and (in the case of an Affiliate Member), vote at the meeting; and
- 8.10.7.2 in accordance with section 63(1) of the Act, the participants in the meeting are required to provide suitable identification.
- 8.11 In accordance with section 63(1) of the Act, before any person may attend and participate in a Council Meeting:
- 8.11.1 that person must present reasonably satisfactory identification; and
- 8.11.2 the Chairman presiding over the Council Meeting must be reasonably satisfied that the person has the right to participate in and/or vote at the meeting, as an Affiliate Member, Associate Member, Affiliate Representative, Associate Representative or proxy.
- 8.12 In accordance with section 62(4), if there was a material defect in the giving of the notice of the Council Meeting, the Council Meeting may proceed if every Affiliate Member who is entitled to exercise voting rights in respect of any item on the agenda for the Council Meeting is present at the meeting and votes to ratify the defective notice.



- 8.13 In accordance with section 62(5) of the Act, if a material defect in form or manner of giving notice of a Council Meeting only relates to one or more particular items on the agenda for the meeting:
- 8.13.1 those items can be severed from the agenda and the notice will remain valid in respect of the other items on the agenda; and
- 8.13.2 the meeting may continue to consider a severed matter if the defective notice in respect of that matter is ratified in accordance with Article 8.12.
- 8.14 In accordance with section 62(6) of the Act, an immaterial defect in the form or manner of giving notice of a Council Meeting, or an accidental or inadvertent failure in the delivery of the notice to any particular Affiliate Member or Associate Member to whom it was addressed, does not invalidate any action taken at the meeting.

Electronic Participation in Council Meetings

- 8.15 As contemplated in section 63(2) of the Act, a Council Meeting may be conducted entirely by electronic communication, or one or more Affiliate Members or Associate Members (or their proxies) may participate by electronic communication in all or part of a Council Meeting that is being held in person, as long as all of the participants in the meeting are able to communicate concurrently with each other, without an intermediary, and to participate reasonably effectively in the Council Meeting.

Quorum for Council Meetings

- 8.16 As contemplated in section 64(1) of the Act:
- 8.16.1 a Council Meeting may not begin until at least 68% of the total number of Affiliate Members who are entitled to attend, participate in and vote at the meeting, are present or represented at the meeting; and
- 8.16.2 a matter to be decided at the meeting may not begin to be considered until least 68% of the total number of Affiliate Members who are entitled to attend,

participate in and vote at the meeting, are present or represented at the meeting.

- 8.17 As contemplated in section 64(3) of the Act, despite Article 8.16 of this MOI, if the Company has more than 2 Affiliate Members, a Council Meeting may not begin, and a matter may not begin to be considered, unless at least 3 Affiliate Members are present at the meeting and the requirements of Article 8.16 of this MOI have been satisfied.

Postponements of Council Meetings

- 8.18 As contemplated in section 64(4) and 64(5) of the Act:
- 8.18.1 if within 30 minutes after the appointed time for a Council Meeting to begin, a quorum is not present for the Council Meeting to begin, the Council Meeting is postponed without motion, vote or further notice, for a period of 7 Days;
- 8.18.2 if within 30 minutes after the appointed time for a Council Meeting to begin, the quorum for a specific matter to be considered is not present:
- 8.18.2.1 if there are other matters on the agenda to be considered, the specific matter may be considered at a later time in the meeting, without motion or vote;
- 8.18.2.2 if there are no other matters on the agenda to be considered, the meeting is adjourned for one week, without motion or vote.
- 8.19 As contemplated in section 64(5) of the Act, the Chairman of the Council Meeting may extend the period of 30 minutes referred to in Article 8.18 for a reasonable period on the grounds that:
- 8.19.1 exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of the Affiliate Members to be present at the meeting; or

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- 8.19.2 one or more particular Affiliate Members, having been delayed, have communicated an intention to attend the meeting, and those Affiliate Members together with others in attendance, would satisfy the requirements of Article 8.16 (and 8.17 if applicable).
- 8.20 As contemplated in section 64(9) of the Act, once a quorum is established for holding a Council Meeting or deciding a matter, the meeting can only proceed if at least one Affiliate Member with voting rights entitled to be exercised at the meeting or in respect of that matter, is present at the meeting.
- 8.21 In accordance with section 64(7) of the Act, the Company is not required to give further notice of a Council Meeting that is postponed, unless the location of the meeting is different from the location of the postponed meeting.
- 8.22 At a postponed Council Meeting:
- 8.22.1 the meeting may not proceed unless the quorum requirements in Article 8.16 (and 8.17 if applicable) have been satisfied; and
- 8.22.2 no business may be contemplated other than the business which was on the agenda for the initial Council Meeting.

Voluntary Adjournment of Council Meetings

- 8.23 As contemplated in section 64(10) of the Act, a Council Meeting or the consideration of any matter being debated at the Council Meeting, may be adjourned from time to time by a decision supported by Affiliate Members who in aggregate are entitled to exercise a majority of the voting rights held by the Affiliate Members who are present at the meeting, and which are entitled to be exercised on at least one matter remaining on the agenda for the meeting, or the matter being considered, as the case may be.

- 8.24 As contemplated in section 64(13) of the Act, a Council Meeting or a decision on a particular matter may not be adjourned in this manner beyond the earlier of a date which is:
- 8.24.1 120 Business Days after the record date of the Council Meeting; or
 - 8.24.2 60 Business Days after the date on which the adjournment occurred.
- 8.25 At the adjourned Council Meeting:
- 8.25.1 the meeting may not proceed unless the quorum requirements in Article 8.16 (and 8.17 if applicable) have been satisfied; and
 - 8.25.2 no business may be contemplated other than the business which was on the agenda for the initial Council Meeting, or in respect of which the initial Council Meeting was adjourned.
- 8.26 In accordance with section 64(7) of the Act, the Company is not required to give further notice of an adjourned meeting unless the location of the adjourned meeting is different from the location of the initial meeting, or the location which was announced at the initial meeting.

Affiliate Members' Resolutions

- 8.27 All votes cast at a Council Meeting shall be cast by written secret ballot.
- 8.28 All votes cast by an Affiliate Member in respect of any matter shall be counted in accordance with the number of votes of that Affiliate Member confirmed by the Auditors in accordance with Article 7.16.
- 8.29 As contemplated in section 65(7) of the Act, for the Affiliate Members to pass an ordinary resolution, it must be supported by more than 50% of all of the votes of the Affiliate Members entitled to be exercised on the resolution as at the record date.

- 8.30 As contemplated in section 65(9) of the Act, a special resolution must be supported by at least 75% of all of the votes of the Affiliate Members entitled to be exercised on the resolution as at the record date.
- 8.31 At a Council Meeting, the Chairman shall not have a right to vote, but in the event of an equality of votes, the Chairman shall have a casting vote.
- 8.32 As contemplated in section 65(11) of the Act, a special resolution is only required for the matters set out in section 65(11) of the Act, elsewhere in the Act and in this MOI.

General Council Meetings

- 8.33 The Board may call a Council Meeting as a General Council Meeting in respect of which:
- 8.33.1 the Affiliate Members and Associate Members may within the time period prescribed by the Board in advance of the meeting, submit items to the Board for consideration and/or voting at the meeting;
- 8.33.2 in addition to the matters on the agenda for the meeting, the meeting may consider and vote on the items referred to in Article 8.33.1; and
- 8.33.3 only those matters requiring approval by ordinary resolution may be voted upon at the meeting.
- 8.34 All Council Meetings (other than AGMs) are General Council Meetings unless they are called as Special Council Meetings. AGMs are not classified as General Council Meetings or Special Council Meetings.

Special Council Meetings

- 8.35 The Board may call a Council Meeting as a Special Council Meeting in respect of which:
- 8.35.1 the agenda is limited to the matters for which the meeting is specifically called;

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- 8.35.2 the Affiliate Members and Associate Members may not at any time submit or raise items for consideration and/or voting at the meeting or otherwise;
- 8.35.3 no general discussion will take place on any matters other than those matters to be resolved at the meeting; and
- 8.35.4 only those matters requiring approval by special resolution may be considered and voted upon at the meeting.

Passing of Affiliate Members' Resolutions other than at a Council Meeting

- 8.36 As contemplated in section 60 of the Act, a resolution of the Council of Members which could have been voted on at a Council Meeting may instead be:
- 8.36.1 submitted in writing to the Affiliate Members; and
- 8.36.2 voted on by the Affiliate Members in writing within 20 Business Days after the resolution was submitted to them.
- 8.37 A resolution contemplated in Article 8.36:
- 8.37.1 will have been adopted if it is supported by Affiliate Members entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or special resolution, as the case may be, at a properly constituted Council Meeting; and
- 8.37.2 if adopted, has the same effect as if it had been approved by voting at a Council Meeting.
- 8.38 As contemplated in section 60(4) of the Act, within 10 Business Days after adopting a resolution, the Company must deliver a statement describing the results of the vote or consent process to each Affiliate Member entitled to vote on or consent to the resolution, as the case may be.

8.39 Any business of the Company that is required by the Act or this MOI to be conducted at an AGM may not be conducted in the manner contemplated in Article 8.36.

8.40 The contents of any resolution which was voted on and either passed or not passed at any Council Meeting may not be brought for reconsideration by the Council of Members for a period of 6 Months after the date on which such resolution was passed or not passed, as the case may be.

9. COMPOSITION OF THE BOARD

9.1 The Board comprises Elected Directors and Ex-Officio Directors.

9.2 The Board shall at all times comprise of not more than fifteen Directors, which number includes the National President and National Vice-President.

9.3 The Directors must not be "connected persons" in relation to each other.

9.4 For the purpose of Article 9.3:

9.4.1 a "connected person" in relation to a Director who is a natural person is any relative of that Director and any trust of whom any trust (other than a portfolio of a collective investment scheme in securities or a portfolio of a collective investment scheme in property) of which such natural person or such relative is a beneficiary (or as otherwise determined in terms of the Income Tax Act);

9.4.2 a "relative" is the spouse of the Director, or anybody related to him or his spouse within the third degree of consanguinity, or any spouse of anybody so related, and includes an adopted child which is deemed to be related to its adoptive parent within the first degree of consanguinity.

9.5 At all times, at least 50% of the Elected Directors of the Company must be Black Persons.

10. TERM OF OFFICE OF ALL DIRECTORS

10.1 Subject to Article 13.1 and the other provisions of this MOI or the Act, all Directors shall hold office from the date on which they are confirmed as Ex Officio Directors or the date of their election as Elected Directors, until conclusion of the Leap Year AGM thereafter.

10.2 On the conclusion of every Leap Year AGM:

10.2.1 all Directors then in office will retire; and

10.2.2 the Ex-Officio Directors and the Elected Directors who are respectively confirmed and elected at the Leap Year AGM in question, shall commence office in such capacities.

10.3 Subject to the other provisions of this MOI, a Director may hold an unlimited number of terms of office.

11. EX-OFFICIO DIRECTORS

11.1 Each Special Interest Group must appoint a representative who, by virtue of his office and provided that he meets the requirements to be a Director of the Company, shall be an Ex-Officio Director of the Company.

11.2 At least 90 Days before the date of a Leap Year AGM, the Board shall give the Special Interest Groups written notice calling on them to notify the Company of the persons whom they have elected as representatives.

11.3 Each notice must include:

11.3.1 the full name of the representative;

11.3.2 a brief resume of the representative;

11.3.3 the signature of the representative, signifying his or her willingness to act as an Ex-Officio Director;

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- 11.3.4 a Director's Certificate, duly completed and signed by the representative;
- 11.3.5 the representative's consent to the Auditors taking all necessary steps and obtaining all necessary documentation to verify that the representative meets the requirements of the Act and this MOI to serve as a director, including but not limited to police clearance checks and credit checks; and
- 11.3.6 any other requirements set out in the Company's notice.
- 11.4 Any notices received by the Company which do not meet the requirements set out in Article 11.3 shall be disregarded.
- 11.5 The notices must be delivered to the Head Office at least 60 Days before the scheduled date of the Leap Year AGM.
- 11.6 The Auditors shall assess each notice received and confirm that the representatives meet the requirements of this MOI and the Act to serve as Directors of the Company.
- 11.7 The Board must by resolution, approve every representative assessed and approved by the Auditors and may disregard any representative who is for any reason, not approved by the Board. The Board shall not disclose reasons for its decision to any person other than the representative concerned, on written request by such representative.
- 11.8 In the notice calling the Leap Year AGM, the Board shall publish a list of the representatives who have been approved by the Auditors and the Board as Ex-Officio Directors of the Company.
- 11.9 At the Leap Year AGM, the approved representatives shall be confirmed to be Ex-Officio Directors of the Company.
- 11.10 As contemplated in section 66(4)(a) of the Act, a Special Interest Group may at any time remove the Ex-Officio Director which it appoints, on written notice to the Company and the Ex-Officio Director concerned.

- 11.11 If for any reason following a Leap Year AGM and prior to the next Leap Year AGM, there is a vacancy in the office of an Ex-Officio Director, the Special Interest Group to which the vacancy relates may on written notice to the Company, appoint a further representative to fill the vacancy, subject to Articles 11.6 and 11.7.

12. ELECTION OF ELECTED DIRECTORS

- 12.1 Elected Directors are elected:

12.1.1 initially at the Leap Year AGM; and

12.1.2 if retired in terms of Article 13, elected at an Interim AGM.

12.2 At least 90 Days before the date of the Leap Year AGM, the Company shall give the Affiliate Members written notice calling on them to nominate candidates for election as Elected Directors of the Company.

12.3 Each Affiliate Member may nominate an unlimited number of candidates for election as Elected Directors, provided that each nomination must be made using the Company's prescribed nomination form and must include:

12.3.1 the full name of the candidate;

12.3.2 the name and signature of the Affiliate Member nominating the candidate;

12.3.3 a brief resume of the candidate;

12.3.4 a Director's Certificate, duly completed and signed by the nominee;

12.3.5 the name and signature of another Affiliate Member seconding the candidate's nomination;

12.3.6 the candidate's consent to the Auditors taking all necessary steps and obtaining all necessary documentation to verify that the candidate meets the requirements of the Act and this MOI to serve as a director, including but not limited to police clearance checks and credit checks;

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- 12.3.7 the signature of the candidate, accepting the nomination; and
- 12.3.8 any other requirements set out in the notice calling for nominations and/or the prescribed nomination form.
- 12.4 Any nominations received by the Company which do not meet the requirements set out in Article 12.3 may be disregarded.
- 12.5 The nominations must be delivered to the Head Office at least 60 Days before the scheduled date of the Leap Year AGM.
- 12.6 The Auditors shall assess each nomination received and confirm that the candidate concerned meets the requirements of this MOI and the Act to serve as a Director of the Company.
- 12.7 If in the opinion of the Nominations Committee, the candidates nominated for election do not have the requisite skills which the Company requires, the Nominations Committee may nominate two candidates for election who in the opinion of the Nominations Committee, possess the requisite skills.
- 12.8 In the notice calling the Leap Year AGM, the Board shall publish a list of the approved candidates who have been nominated for election as Elected Directors of the Company, including those nominated by the Nominations Committee, if any.
- 12.9 The Auditors shall be present at the Leap Year AGM to conduct the voting process by issuing and collecting the ballot papers, counting the votes and declaring the outcome thereof.
- 12.10 At the Leap Year AGM:
- 12.10.1 the candidates approved for election as Elected Directors shall be presented to the meeting;
- 12.10.2 one ballot paper shall be issued to each Affiliate Member;
- 12.10.3 the Affiliate Members may cast one vote in respect of each vacancy to be filled;

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- 12.10.4 all votes shall be cast in one round by secret ballot;
- 12.10.5 the candidates may not cast any votes on behalf of any Affiliate Member;
- 12.10.6 the Auditors shall collect the ballot papers and count the votes;
- 12.10.7 ballot papers which are illegible in any respect, incorrectly or improperly completed in any respect or contain more votes than the number of vacancies to be voted for shall be considered spoiled and shall be disregarded;
- 12.10.8 the candidates with the highest number of votes shall be declared by the Auditors as elected to fill the vacancies provided that in making their determination, if less than 50% of the successful candidates are Black Persons, those successful candidates (excluding Black Persons) with the lowest number of votes shall be disregarded by the Auditors and replaced by the remaining candidates who are Black Persons and have the highest number of votes amongst the remaining candidates who are Black Persons, to the extent required to ensure that 50% of the Elected Directors (or such number as close to 50% as possible) are Black Persons;
- 12.10.9 subject to Article 12.10.14, if there is an equality of votes between two or more of the candidates with the highest number of votes referred to in Article 12.10.8 and there are insufficient vacancies to elect all such candidates, a second ballot paper containing the names of those candidates with equal votes shall be issued to the Affiliate Members who shall cast a further vote in respect of such candidates by secret ballot;
- 12.10.10 the Auditors shall collect the second ballot papers and count the votes;
- 12.10.11 the candidate/s with the highest number of votes in the second ballot papers will be declared by the Auditors to be elected to fill the available vacancies as provided in Article 12.10.8;

- 12.10.12 the procedure in Articles 12.10.9 to 12.10.11 shall be repeated in respect of any equality of votes between two or more of the candidates with the highest number of votes referred to in Article 12.10.8;
- 12.10.13 if there is an equality of votes amongst any of the candidates in the second ballot papers, the Auditors shall determine the matter by lot and the successful candidate shall be declared by the Auditors to be duly elected;
- 12.10.14 if the equality of votes referred to in Article 12.10.9 is between a Black Person and a person who is not a Black Person, the Black Person shall be declared by the Auditors as elected to fill the vacancy and the procedure in Articles 12.10.9 to 12.10.13 shall not apply; and
- 12.10.15 in the absence of manifest error, the determination of the Auditors shall be final and binding.

13. RETIREMENT AT AN INTERIM AGM

- 13.1 As required by schedule 1(5)(1)(b) of the Act, at each Interim AGM of the Company, at least one third of the Elected Directors (excluding the Chairman and Vice-Chairman) shall retire, or if their respective number is not one third, the number nearest to but not less than one third.
- 13.2 The Auditors shall be present at the Interim AGM to conduct the voting process to fill the vacancies left by those retiring Elected Directors by issuing and collecting the ballot papers, counting the votes and declaring the outcome thereof.

Nominations process

- 13.3 Nominations for candidates to fill the vacancies shall be requested, received and assessed in accordance with the procedure set out in Articles 12.2 to 12.8, read with the necessary changes to the context.
- 13.4 Directors who are retired at a Interim AGM are eligible to be reappointed to office, provided that they have been nominated as required by Article 13.3.

Retirement and election

- 13.5 At the Interim AGM:
- 13.5.1 the Board shall by lot, determine the Elected Directors to retire and the number of vacancies to be filled; and
- 13.5.2 all vacancies shall be filled in accordance with the election procedure in Article 12.10 read with the necessary changes to the context; and
- 13.5.3 in the absence of manifest error, the determination of the Auditors shall be final and binding.
- 13.6 On conclusion of the Interim AGM in question:
- 13.6.1 the retiring Elected Directors will retire; and
- 13.6.2 the persons elected to fill the vacancies left by the retiring Elected Directors shall commence office in such capacities.

Eligibility to be retired

- 13.7 Unless at any time there are insufficient numbers of Elected Directors on the Board, an Elected Director may not be retired in terms of schedule 1(5)(1)(b) of the Act more than once between the date of his appointment at a Leap Year AGM and the date of his retirement at the following Leap Year AGM.

14. VACANCY IN THE OFFICE OF AN ELECTED DIRECTOR

If a vacancy in the office of an Elected Director arises prior to an AGM, the vacancy shall remain until it is filled at the Leap Year Board Meeting.

15. DISQUALIFICATION FROM OFFICE

- 15.1 For the purposes of Article 15.2, a reference to a "Director" includes an Ex-Officio Director (unless otherwise indicated), prescribed officer or a person who is a member of a committee of the Board, or the Company's audit committee.

15.2 In addition to the ineligibility and disqualification provisions contemplated in section 69 of the Act, a Director shall immediately cease to hold office as a Director if the Director:

15.2.1 dies, becomes a lunatic or of unsound mind;

15.2.2 resigns as a Director by written notice to that effect to the Board;

15.2.3 estate is sequestrated, whether voluntarily or compulsorily;

15.2.4 commits an act of insolvency as defined in the Insolvency Act, 24 of 1936;

15.2.5 is found to have contravened the Codes and Policies in any material respects insofar as they relate to the Director, or for any other reason, is not in Good Standing in relation to the Company, including by discrediting, defaming a fellow Director;

15.2.6 other than an Ex-Officio Director, for any reason fails to attend at least 3 consecutive Board meetings over an 18 consecutive Month period;

15.2.7 is not a South African Citizen;

15.2.8 is not permanently resident in South Africa;

15.2.9 has a judgment against him/her which:

15.2.9.1 in the written opinion of the Auditors, may bring the Company's name or reputation into disrepute; and/or

15.2.9.2 has not been expunged from the Director's credit record and in the written opinion of the Auditors, hinders or has the potential to hinder the Company in the conduct of its business and/or transactions.

16. AUTHORITY OF THE BOARD

16.1 Except to the extent set out in Article 16.2, or any other provision of this MOI, as contemplated in section 66(1) of the Act, the business and affairs of the Company

are to be managed by the Board, which has the authority to exercise all of the powers and perform any of the functions of the Company.

16.2 Ex-Officio Directors may attend and participate in Board meetings but shall not have any voting rights in relation to Board decisions.

16.3 Elected Directors may attend and participate in Board meetings and may exercise one vote on every matter to be considered by the Board.

16.4 The Board may from time to time consult with or receive advice from any person, provided that such person shall not be entitled to vote at any Board meeting.

16.5 The Board may in its discretion and as it deems fit:

16.5.1 in the Codes and Policies, prescribe standards of conduct with which the Members are required to comply; and

16.5.2 deal with disciplinary matters and impose penalties on Members and/or their Registered Tennis Member, for the infringement of the Codes and Policies and/or the provisions of this MOI.

16.6 Subject to the provisions of Article 23.1 of this MOI, the following decisions require the approval of the Council of Members by ordinary resolution, and any decision without such approval will be of no force and effect:

16.6.1 the carrying on by the Company of any business other than the business referred to in this MOI;

16.6.2 the disposal or cessation by the Company of all, or any part of, its business;

16.6.3 the disposal by the Company of all, or a greater part of its assets;

16.6.4 the conclusion by the Company of any lease of immovable property;

16.6.5 the conclusion of any purchase or sale transaction equal to or exceeding R500 000 in value;

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- 16.6.6 the instituting or defending in the High Court of any legal proceedings of any nature;
 - 16.6.7 annual operating and capital expenditure budgets and any amendments to such budgets;
 - 16.6.8 the purchase and/or sale of any rights in and to any tennis tournament;
 - 16.6.9 the relocation of the Head Office or the Company's principal place of business.
 - 16.7 As contemplated in section 57(3) of the Act, if at any time the Company only has one Elected Director, that Director may exercise any power or perform any function of the Board at any time without notice or compliance with any other internal formalities.

17. BOARD MEETINGS

- 17.1 As contemplated in section 73(1) of the Act, an Elected Director authorised by the Board:
 - 17.1.1 may call a meeting of the Board at any time; and
 - 17.1.2 must call a meeting of the Board if required to do so by at least 25% of the Elected Directors.
- 17.2 The Board must meet at least once every three Months.
- 17.3 As contemplated in section 73(3) of the Act, if the Chairman so permits, a Board meeting may be conducted entirely by electronic communication or one or more Directors may participate in a Board meeting by electronic communication, provided that all participants can participate effectively in the meeting and can communicate concurrently with each other without an intermediary.

- 17.4 As contemplated in section 73(4)(a) of the Act, the Board may determine the form and time for giving notice of a Board meeting, except that the notice must be in writing and must contain at least the following information:
- 17.4.1 the date, place and time of the meeting;
 - 17.4.2 a detailed description of the matters to be considered at the meeting; and
 - 17.4.3 whether the Directors may participate in the meeting using electronic communication and if so, the means by which such participation may be accessed.
- 17.5 As contemplated in section 73(5) of the Act, if the Company fails to give the required notice of a Board meeting, or if there is a defect in the giving of the notice, the meeting may proceed if all of the Directors:
- 17.5.1 acknowledge actual receipt of the notice;
 - 17.5.2 are present at the meeting; or
 - 17.5.3 waive notice of the meeting.
- 17.6 As contemplated in section 73(5) of the Act:
- 17.6.1 the quorum for a meeting of the Board is at least two-thirds of the Elected Directors;
 - 17.6.2 each Elected Director has one vote in respect of a matter to be decided by the Board;
 - 17.6.3 a resolution of the Board is passed by a majority of the votes cast by the Elected Directors on the resolution; and
 - 17.6.4 the Chairman shall not have a right to vote, but in the event of an equality of votes, the Chairman shall have a casting vote in addition to his deliberative vote (if any) in his capacity as a Director.

- 17.7 Minutes of each Board meeting shall be distributed to all Directors and Affiliate Members within 21 Days after the date of the meeting.

18. WRITTEN RESOLUTIONS OF THE BOARD

In accordance with section 74(1) of the Act, a decision which could be voted on at a meeting of the Board may instead be adopted by written consent of all of the Elected Directors, given in person or by electronic communication, provided that:

- 18.1 each Elected Director has received notice of the matter to be decided; and
- 18.2 the Company receives written notice from each Elected Director advising the Company of their respective decisions within 14 Days after the date on which the Company notified the Elected Directors of the matter to be decided.

19. THE CHAIRMAN AND VICE-CHAIRMAN

- 19.1 The Chairman and Vice-Chairman are respectively by virtue of such offices, the National President and National Vice-President of the Company.
- 19.2 The Chairman, or in his stead, the Vice-Chairman shall:
- 19.2.1 chair all Council Meetings; and
- 19.2.2 chair all meetings of the Board.
- 19.3 The Chairman and Vice-Chairman:
- 19.3.1 are elected to office at an Leap Year Board Meeting; and
- 19.3.2 subject to the provisions of Article 19.8, hold office as Chairman and Vice-Chairman respectively, from the date of their election until conclusion of the Leap Year Board Meeting following the date of their election, at which Leap Year Board Meeting they retire as Chairman and Vice Chairman respectively.
- 19.4 A retiring Chairman may be re-elected as Chairman, and a retiring Vice-Chairman may be re-elected as Vice-Chairman, for any number of terms of office provided

that unless the Council of Members resolves otherwise by special resolution, a Chairman may not hold office as Chairman for more than two consecutive terms of office and a Vice-Chairman may not hold office as Vice-Chairman for more than two consecutive terms of office.

19.5 Any term of office served by:

19.5.1 the Chairman or Vice-Chairman prior to 22 October 2018 (being the date of the first registration by CIPC of this MOI as adopted by special resolution of the Affiliate Members on 28 August 2018), is not taken into account in determining the period for which a person has been in office as Chairman or Vice-Chairman for the purpose of Article 19.4;

19.5.2 any person who serves as Chairman or Vice-Chairman in a temporary capacity, shall not be taken into account in determining the period for which a person has been in office as Chairman or Vice-Chairman for the purpose of Article 19.4.

19.6 Except in the circumstances in Article 19.9, the Chairman and Vice-Chairman shall remain Elected Directors for the duration of their appointments as Chairman and Vice-Chairman respectively.

19.7 Accordingly, the Chairman and Vice-Chairman shall not in their capacities as Elected Directors, at any time be subject to the retirement provisions applicable to Elected Directors in terms of Article 13.1.

19.8 The Chairman and Vice-Chairman shall no longer hold office as Chairman or Vice-Chairman:

19.8.1 except as provided in Article 19.9, from the date on which they are for any reason specified in this MOI or the Act, no longer Elected Directors;

19.8.2 if they are removed as Chairman or Vice-Chairman by resolution of the Board;

19.8.3 if they elect to resign as Chairman or Vice-Chairman by written notice to that effect to the Company; or

19.8.4 subject to Article 19.4, on conclusion of the Leap Year Board Meeting at which they retire as Chairman and Vice-Chairman.

19.9 Although in terms of Article 10.2.1, the Chairman and Vice Chairman retire as Elected Directors at a Leap Year AGM, they shall continue to hold office as Chairman and Vice-Chairman respectively until the conclusion of the Leap Year Board Meeting at which they retire as Chairman and Vice-Chairman as provided in Article 19.3.2.

19.10 The Chairman may not commence or continue in office as chairman of the board of directors of an Affiliate Member during his period of office as Chairman.

20. ELECTING THE CHAIRMAN AND VICE-CHAIRMAN

20.1 At the Leap Year Board Meeting the Board shall elect a new Chairman and Vice-Chairman from amongst the Elected Directors.

20.2 A person may be nominated for both positions of Chairman and Vice-Chairman but may not be elected to both positions.

20.3 The Auditors shall be present at the Leap Year Board Meeting to conduct the voting process by issuing and collecting the ballot papers, counting the votes and declaring the outcome thereof.

20.4 At the Leap Year Board Meeting:

20.4.1 the Auditors shall request the Elected Directors to submit written nominations of persons from amongst the Elected Directors for the position of Chairman;

20.4.2 the nominees shall be presented to the meeting and shall indicate whether or not they are willing to be nominated as Chairman;

20.4.3 if there is only one nominee for election as Chairman, provided such person accepts the nomination, (s)he shall be considered and declared by the Auditors to be duly elected as Chairman;

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- 20.4.4 if there is more than one nominee for the position of Chairman, a ballot paper containing the names of the nominees for Chairman shall be issued to each Elected Director;
- 20.4.5 each Elected Director (other than the nominees who may not cast any votes) shall cast one vote by secret ballot in respect of the election of the Chairman;
- 20.4.6 the Auditors shall collect the ballot papers and count the votes;
- 20.4.7 ballot papers which are illegible in any respect, incorrectly or improperly completed in any respect or contain more than one vote shall be considered spoiled and shall be disregarded;
- 20.4.8 the nominee with the highest number of votes will be declared by the Auditors to be elected as Chairman;
- 20.4.9 if there is an equality of votes between the nominees with the highest votes, a second ballot paper containing the names of the nominees who attained equal votes shall be issued to the Elected Directors (including the nominees who are not named in the second ballot paper and who may vote thereon) who shall cast a further vote by secret ballot;
- 20.4.10 the Auditors shall collect the second ballot papers and count the votes;
- 20.4.11 the nominee with the highest number of votes in the second ballot papers will be declared by the Auditors to be elected as Chairman;
- 20.4.12 if there is an equality of votes amongst any of the nominees in the second ballot papers, the Auditors shall determine the matter by lot and the successful nominee shall be declared by the Auditors to be duly elected as Chairman;
- 20.4.13 in the absence of manifest error, the determination of the Auditors shall be final and binding.
- 20.5 The procedure in Article 20.4 shall then be repeated in respect of the election of the Vice-Chairman, except that to the extent possible, if the Chairman is not a Black



Person, the position of Vice Chairman must be filled by a Black Person having the highest number of votes amongst the candidates who are Black Persons.

20.6 The newly elected Chairman and Vice-Chairman shall commence office in such capacities on conclusion of the Leap Year Board Meeting.

20.7 If at any time prior to an Leap Year Board Meeting, there is a vacancy in the office of Chairman:

20.7.1 the Vice-Chairman shall carry out the Chairman's responsibilities in his stead until a new Chairman is elected;

20.7.2 the Board may (but is not obliged to) hold a meeting to elect an Elected Director to fill the vacancy in the office of Chairman on a temporary basis, which election shall be held in accordance with the procedure in Article 20.4; and

20.7.3 the person elected as Chairman on a temporary basis shall hold office as such until the next Leap Year Board Meeting at which a Chairman will be elected.

20.8 During the period in which a person serves as Chairman on a temporary basis, such person has all the powers, functions and duties and is subject to all of the provisions of this MOI which apply to a Chairman.

21. THE CEO

21.1 The CEO shall:

21.1.1 be appointed by the Board;

21.1.2 carry out his or her duties in accordance with a management contract concluded with the Company;

21.1.3 report to the Board regarding the execution of his or her duties; and

21.1.4 not have any vote at meetings of the Board or Council Meetings in his capacity as CEO of the Company.

22. OTHER OFFICES

- 22.1 Directors (including Ex-Officio Directors), prescribed officers, members of committees of the Board, the CEO and other employees of the Company may not accept appointment or election to any international sporting body or authority without the prior written approval of the Board by resolution.
- 22.2 To qualify for Board approval, the person in question must motivate by written notice to the Board, why (s)he should be granted approval. The Board may request such person to make representations to the Board at a Board meeting called for the purpose of considering the motivation.
- 22.3 The Board may give its approval by resolution subject to any reasonable conditions it considers necessary and in the best interests of the Company and provided that the Board determines that the appointment does not prejudice the Company in any way or bring the Company's reputation into disrepute.

23. FUNDAMENTAL TRANSACTIONS

- 23.1 As contemplated in Schedule 1(2) of the Act, the Company may not:
- 23.1.1 amalgamate or merge with, or convert to a profit company; or
- 23.1.2 dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such disposal occurs in the ordinary course of business of the Company's activities.
- 23.2 As contemplated in Schedule1(2)(2) of the Act, any proposal to conclude a transaction referred to in Schedule1(2)(2) must be submitted to the Affiliate Members for approval in accordance with sections 112 and 113 of the Act.
- 23.3 Sections 115 and 116 of the Act, read with the changes required by the context, apply with respect to an approval referred to in Article 23.2 above.

Financial Assistance

- 23.4 As contemplated in Schedule 1(5)(3) of the Act, the Company must not provide a loan to, secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to, a Director of the Company or a related or inter-related company, or a person related to such Director.
- 23.5 Article 23.4 does not prohibit a transaction if it:
- 23.5.1 is in the ordinary course of the Company's business and for fair value;
- 23.5.2 constitutes an accountable advance to meet:
- 23.5.2.1 legal expenses in relation to a matter concerning the Company; or
- 23.5.2.2 anticipated expenses to be incurred by the Director on behalf of the Company;
- 23.5.3 is to defray a Director's expenses for removal at the Company's request; or
- 23.5.4 is in terms of an employee benefit scheme generally available to all employees or a specific class of employees.

Indemnification of Directors

- 23.6 As contemplated in section 78(1) of the Act, for the purpose of Articles 23.7 to 23.9, the word "Director" includes a reference to a former Director, a prescribed officer as defined in the Act, and/or member of a Board committee.
- 23.7 In accordance with the provisions of section 78(4) of the Act and subject to the prior approval by ordinary resolution of the Council of Members on each occasion, the Company may:
- 23.7.1 pay any expenses which a Director incurs to defend litigation in any proceedings arising out of the Director's service to the Company; and

- 23.7.2 indemnify a Director for the expenses referred to in paragraph 23.7.1 of this MOI, if proceedings are abandoned, exculpate the Director or arise in respect of any liability other than liability referred to in section 78(6) of the Act.
- 23.8 In accordance with the provisions of section 78(5) of the Act and subject to the prior approval by ordinary resolution of the Council of Members on each occasion, the Company may indemnify a Director in respect of any liability, except liability provided for in S78(6) of the Act.
- 23.9 In accordance with section 78(7) of the Act and subject to the prior approval by ordinary resolution of the Council of Members on each occasion, the Company may purchase:
- 23.9.1 insurance to protect a Director against liability or expenses for which the Company may indemnify a Director in terms of Articles 23.7 and 23.8 of this MOI;
- 23.9.2 insurance to protect the Company against any contingency, including expenses or liability against which the Company is permitted to indemnify a Director.

Committees of the Board

- 23.10 As contemplated in section 72(1) of the Act, the Board may:
- 23.10.1 appoint any number of committees of Directors; and
- 23.10.2 delegate to any committee any authority of the Board.
- 23.11 As contemplated in section 72(2) of the Act, unless a resolution of the Company provides otherwise, a committee:
- 23.11.1 may include persons who are not Directors of the Company, provided that such persons:
- 23.11.1.1 are not ineligible or disqualified from being a Director in terms of section 69 of the Act; and

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- 23.11.1.2 may not vote on any matter to be decided by the committee;
- 23.11.2 may consult with or receive advice from any person; and
- 23.11.3 subject to Article 23.12, has the full authority of the Board in respect of a matter referred to it.
- 23.12 A decision of a committee shall not be of any force and effect unless and until ratified by resolution of the Board.
- 23.13 In accordance with section 66(12) of the Act, any Director may be appointed to more than one committee of the Company.

24. **DISCIPLINARY AND OTHER COMMITTEES**

- 24.1 The Board must, from time to time, appoint a Disciplinary Committee, Risk, Social and Ethics Committee and Appeals Committee to assist the Company in matters relating to discipline, social responsibility and ethics and appeals.
- 24.2 Each committee must comprise a majority of persons who are independent of the Company.
- 24.3 The Board shall determine each Committee's terms of reference.

25. **GENERAL PROVISIONS**

Financial Year

- 25.1 The Financial Year of the Company is from 1 April to 31 March of each Year.

Company Records

- 25.2 As contemplated in section 24 of the Act, the Company must for a period of 7 Years, keep:
- 25.2.1 a copy of the MOI, any Rules and all changes made to them;

- 25.2.2 a record of the Directors including the information set out in section 24(5) of the Act and the address for service for each Director as contemplated by Regulation 23;
- 25.2.3 copies of reports presented at AGM's, annual financial statements and accounting records;
- 25.2.4 notices and minutes of all Council Meetings, including resolutions adopted and any documents made available to the Members in connection with the resolutions;
- 25.2.5 minutes of all Board meetings and resolutions of the Board (and Board committees); and
- 25.2.6 adequate records of all revenue received from donations, grants and Members fees, or in terms of any funding agreements or arrangements as contemplated in Regulation 25(4).

Annual Financial Statements

- 25.3 As contemplated in section 30(1) of the Act, within 6 Months after its Financial Year end or such shorter period as may be required to provide the required notice of an AGM, the Company must prepare annual financial statements.

Annual Returns

- 25.4 As contemplated by Regulation 30(1), within 30 Days after the anniversary of its date of incorporation, the Company must file an annual return with CIPC.
- 25.5 If the Company is subject to a compulsory audit in terms of the Act, the Company must file a copy of the latest approved audited annual financial statements on the date when it files its annual return with CIPC.