

Memorandum of Association

THE CORPORATIONS LAW COMPANY LIMITED BY GUARANTEE MEMORANDUM OF ASSOCIATION

of NATIONAL SPEAKERS ASSOCIATION OF AUSTRALIA LTD

A.C.N. 080 902 325

1. The name of the Company is NATIONAL SPEAKERS ASSOCIATION OF AUSTRALIA LTD ('the Company').

2. The Company has both within and outside this jurisdiction, the legal capacity of a natural person and, without limiting the generality of the foregoing, has, within and outside this jurisdiction, all the additional powers, insofar as they are applicable, specified in Part 2.3 Division 1 of the Corporations Law.

3. The objects for which the Company is established are:

3.1 To create an educational and training environment for the speaking and/or training profession, nationally and where appropriate internationally, and in particular:

(a) To create a fellowship of those engaged in the professional speaking and/or training profession which will foster thought, theory and practice in these fields within commerce, industry and/or government.

(b) To provide a meeting ground and forum for members of the professional speaking and/or training profession in its various fields.

(c) To provide leadership within the professional speaking and/or training profession in order to assist management within commerce, industry, government and the community at large to develop and maintain an efficient work force and to promote in the community higher values for professional speaking and/or training.

(d) To promote an appreciation of professional speaking and/or training as responsibilities of management within commerce, industry, government and the community at large.

(e) To encourage, promote and provide advanced and specialised professional training for members and persons desirous of entering the profession of professional speaking and/or training.

(f) To encourage, promote and sponsor research investigation in the fields of professional speaking and/or training

(g) To print and publish or to promote the printing and publishing of such papers, periodicals, books, monographs, articles, leaflets or reports that the Company may consider desirable.

(h) To sponsor, arrange or organise visits, lecture tours, seminars and addresses by persons either within Australia or from overseas who could assist in promoting the objects of the Company.

(i) To arrange and conduct regular meetings of persons engaged in the profession of professional speaking and/or training and others for hearing papers and for discussion.

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(j) To promote and encourage research and investigation of any kind into professional speaking and/or training and to provide facilities for the training of persons engaged in such research or investigation and instruction in and publicity of the results and purposes thereof.

(k) To co-operate with any person or persons, association or body corporate concerned with specialised activity or interest within the fields of professional speaking and/or training for the examination and exchange of ideas for the edification and further education and development of the profession of professional speaking and/or training and to ensure the advancement of the Company.

3.2 To pursue such aims and objects as may be considered appropriate by the Directors and in so doing to exercise such powers as may be considered appropriate by the Directors and more particularly;

(a) to raise funds, through direct appeal to the public or otherwise;

(b) to hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith, provided that no Member of the Company shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by an association;

(c) to subscribe to, become a member of and co-operative with or amalgamate with any other association, club or organisation, whether incorporated or not, whose objects are similar to those of the Company, provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Company under or by virtue of clause 5 of this Memorandum;

(d) to buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the Members of the Company or persons frequenting the Company's premises;

(e) to purchase, take on lease or in exchange, hire or otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Company; provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;

(f) to enter into any arrangements with any government or authority, municipal, local or otherwise, that may seem conducive, to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

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(g) to appoint, employ, remove or suspend such employees, agents, and other persons as may be necessary or convenient for the purposes of the Company;

(h) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependents or connections of any such persons, to grant pensions and allowances, to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;

(i) to construct, improve, maintain develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interest and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working management, carrying out, alteration or control thereof;

(j) to invest and deal with the money of the Company not immediately required in such manner as may be determined by the Directors;

(k) to borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay of, such securities;

(l) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

(m) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;

(n) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others;

(o) to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company;

(p) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions or otherwise;

(q) to print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects;

(r) to purchase or otherwise acquire and undertake all or any part of the property, assets,

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liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;

(s) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate; and

(t) to make donations for charitable purposes, provided that the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its Members or others any regulations or restrictions, which if an object of the Company would make It a trade union within the meaning of the Trade Unions Act.

4. The Company shall implement a policy of equitable gender representation in all of its activities.

5. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the Members, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business to the Company.

6. The liability of each Member is limited and each Member undertakes to contribute to the property of the Company, in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a Member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ONE DOLLAR (\$1.00).

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not except as expressly hereinafter mentioned be paid to or distributed among the Members, but shall be given or transferred to some other institution or institutions, approved by the Commissioner of Taxation or the Deputy Commissioner of Taxation for the time being, as being within the terms of paragraph 78(4)(a) of the Income Tax Assessment Act (1936), having objects similar to the objects of the Company and whose memorandum of association or constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by virtue of this Memorandum and Articles of Association, such institution or institutions to be determined by the Members at or before the time of dissolution and in default thereof by application to the Supreme Court for determination.

8. Any word or expression defined in the Articles of Association shall unless the context otherwise requires, have the same meaning when used in this Memorandum.

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9. A resolution passed by seventy-five per cent of Speaking Members present in person or by proxy and voting at a duly constituted general meeting shall be required before any amendment to or omission of clauses of this Memorandum of Association or of the Articles Association of the Company, shall be valid, and this clause shall be unalterable.