



NATIONAL ASSOCIATION
OF MANAGING AGENTS
SHAPING OUR PROFESSION

MEMORANDUM OF INCORPORATION

of

NATIONAL ASSOCIATION OF MANAGING AGENTS (NPC)

Registration Number: 2005/013686/08

(which is referred to in the rest of this Memorandum of Incorporation as “the Company”)

PART A - OBJECTS AND POWERS OF THE COMPANY

1. The primary objectives of the Company are to:
 - 1.1 Promote and advance the interests of Community Scheme Administration and Management in the Republic of South Africa;
 - 1.2 Promote and advance the common interest of persons and entities engaged in the business of Community Scheme Management (“the business”);

2. It is the main business of the Company as a voluntary organisation (which does not participate in any business, profession or occupation carried on by any of its Members, or provide any of its Members with financial assistance, or any premises or continuous services or facilities which may be required by its Members engaged in the business, profession or occupation) to:

- 2.1 Manage the relationships between the various regional associations of Managing Agents in South Africa ("the Regional Committees");
- 2.2 Admit Managing Agents registered with the Property Practitioners Regulatory Authority ("PPRA"), persons and organisations which, in the opinion of the Directors, are competent and knowledgeable of and generally in respect of the business as referred to in Clause 1.2, service providers and community schemes who apply for membership and who are approved by the Board of Directors and Regional Committees to subscribe for membership of the Company, and to unite all suitable members of the profession of Community Scheme administrators into a single body;
- 2.3 Accredite prospective service providers, and education courses relevant to Community Scheme administrators, and promote the study of any matters related directly or indirectly to the business;
- 2.4 Provide and encourage continuing professional education (CPE) and continuing professional development (CPD) of its Members, acknowledging the need for all its Members to obtain such CPE and CPD on an ongoing basis in the interests of the advancement of professional Community Scheme management, and the business;
- 2.5 To establish, insofar as practicable, uniform standards for property administrators;
- 2.6 Provide a forum for the exchange of views, to preserve and maintain the integrity and status of Members and to consider all matters affecting the professional interests of its Members, and generally to promote the interests of the Company and its Members;
- 2.7 Promote friendly and good relations between Members, to provide for conciliation, mediation and arbitration of professional disputes among Members, and to regulate the professional conduct of Members;

- 2.8 Establish a code of professional conduct and ethics for Members, and to take disciplinary action against defaulting Members, including the withdrawal and/or suspension of membership;
- 2.9 Print, publish and circulate amongst Members and other interested persons, papers, books, periodicals, circulars and other literature dealing with, but not limited to, Community Scheme management and administration, relevant real estate matters, and the business in general;
- 2.10 Represent the collective views of its Members to related bodies, public authorities and to other relevant, interested stakeholders, organisations and persons;
- 2.11 Act as a national representative body in negotiations with the PPRA, CSOS or such other responsible State-Owned Enterprises (SOE) and Government Departments.;
- 2.12 Perform such delegated and other tasks as may be agreed upon by its Members, or undertaken by arrangement with the PPRA, CSOS or such other responsible SOE's;
- 2.13 Admit as Honorary Members, such persons and organisations that will assist it in the furtherance of its objectives, and to withdraw or suspend such membership;
- 2.14 Admit as Members such categories of persons, legal entities and/or Institutions as may be resolved from time to time by the Board of Directors;
- 2.15 Make or revise the provisions and clauses contained in this Memorandum of Incorporation, for the continued attainment of any of the objectives of the Company, particularly those related to the professional conduct and ethics to be followed by its Members.

3. The Company will have the following powers:

- 3.1 The Company will not operate its affairs for gain;

- 3.2 The Company will have all the powers reasonably necessary to achieve its objectives and carry out its functions, and to sue and be sued in its corporate name;
- 3.3 Unless restricted thereto by a majority resolution of its Corporate Members in an Annual General Meeting of Members from time to time, all functions, obligations and actions of the Company will be executed by its Directors.
- 3.4 The Company will have the right to employ such persons and to engage such administrative services and professional services [including auditors, attorneys and or other professional services], as may be required to allow it to perform its duties and affairs;

PART B - ADOPTION OF THE MEMORANDUM OF INCORPORATION

4. Adoption of the Memorandum of Incorporation:

This Memorandum of Incorporation (MOI) was adopted by way of a Special Resolution of the Corporate Members in an Annual General Meeting of Members.

The Company is incorporated as a Non-Profit Company, as defined in the Companies Act, 71 of 2008.

PART C - DEFINITIONS

5. In this Memorandum of Incorporation:

- 5.1 A reference to a section by number refers to the corresponding section of the Companies Act, 71 of 2008;
- 5.2 Any word or expression which is defined in the Act and which is not otherwise defined in the MOI will have the meaning assigned thereto in the Act in force at the date of incorporation of the Company; and a reference to any existing act will include any amendment thereto or new act in substitution thereof;
- 5.3 Unless the context otherwise requires, any words importing:
- 5.3.1 the singular number must be interpreted to include the plural and the plural the singular;
 - 5.3.2 any one gender must be interpreted to include all other genders;
 - 5.3.3 persons will include without limitations all partnerships, trusts, sole proprietorship, close corporations, company undertakings, joint ventures, authority or other incorporated or unincorporated entity or association.
- 5.4 Reference to the MOI means this Memorandum of Incorporation, including all schedules and annexures hereto, which form part of this MOI.

6. Definitions:

The following words, expressions and abbreviations will have the meanings hereinafter assigned to them.

- 6.1 "the Act" Means the Companies Act, 71 of 2008;
- 6.2 "National Service Providers" Means those service providers who operate nationally and who acquire membership in all regions in accordance with the provisions of this Memorandum of Incorporation, but have no voting rights;

- 6.3 “Regional Service Providers” Means those service providers who operate regionally and who acquire membership in a specific region in accordance with the provisions of this Memorandum of Incorporation, but have no voting rights;
- 6.4 “Auditor” Means the Company’s appointed Auditor from time to time;
- 6.5 “Board” Means the Board of Directors of the Company from time to time. The Board of Directors of the Company will comprise 3 (three) elected Directors and not more than 1 (one) Director from each of the regions in which a Regional Committee has been established.
- 6.6 “Business day” A business day is calculated by:
- 6.6.1 excluding the day on which the first such event occurs;
 - 6.6.2 including the day on or by which the second event so occurs; and
 - 6.6.3 excluding any Public Holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (a) and (b) respectively;
- 6.7 “Chairperson” Means the Chairperson of the Board of Directors, elected or appointed in accordance with this Memorandum of Incorporation;
- 6.8 “CIPC” Means the Companies and Intellectual Property Commission, established in terms of section 185 of the Act, 71 of 2008;
- 6.9 “Company” Means the National Association of Managing Agents (NPC), established as a Non-profit Company in accordance with the provisions of the Act, 71 of 2008;
- 6.10 “CSOS” Means the Community Scheme Ombud Service established in terms of Community Schemes Ombud Service Act, 9 of 2011;

- 6.11 “Development Scheme” Means a Scheme in terms of which a building or buildings situated or to be erected on land within the area of jurisdiction of a local municipality is or are, for the purposes of selling, letting or otherwise dealing therewith, to be divided into two or more sections;
- 6.12 “Directors” Means the Directors of the Company who will, for the purposes of the Act, be the Directors of the Company appointed or elected in accordance with the provisions of this Memorandum of Incorporation;
- 6.13 “Good standing” Means any member who is not, at any time, in arrears with payment of any amount owing to the Association nor has been found guilty of any misconduct by the Board of Directors, which misconduct led to a suspension or termination of membership;
- 6.14 “In writing” Means written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible form;
- 6.15 “Managing Agent” Means a Managing Agent [Corporate Member] as referred to in the Regulations under the Sectional Titles Schemes Management Act, 8 of 2011;
- 6.16 “Portfolio Manager” Means those members who have completed the relevant education requirements, and who work, in their private capacity, for a Managing Agent and perform functions relating to the administration of Community Schemes; inclusive of those members who have submitted, within two years of opening the individual membership category, a portfolio of evidence for Recognition of Prior Learning (RPL) to be evaluated by an appointed RPL committee;
- 6.17 “Corporate Member”/ “Members” Means those Members who acquired membership in accordance with the provisions of this Memorandum of Incorporation;

- 6.16 "Scheme" / "Community Scheme" Means any scheme or arrangement in terms of which there is shared use of, and responsibility for, parts of land and buildings, including but not limited to, a sectional title development scheme, a share block company, a home or property owner's association, however constituted, established to administer a property development, a housing scheme for retired persons, and a housing co-operative as contemplated in the South African Co-operatives Act, 14 of 2005;
- 6.17 "Community Scheme Member" Means those members who register their scheme as a NAMA Member, and are managed by a Managing Agent who is a Corporate Member of NAMA;
- 6.18 "Suspension" Means any member who is not in good standing as defined in the MOI and whose voting rights and privileges have been suspended;
- 6.19 "Vice-Chairperson" Means the Vice-Chairperson of the Board of Directors;
- 6.20 "Elected directors" Means the National Chairperson and 2 (two) industry experts, 1 (one) being a NAMA National Service Provider.

PART D - COMPANY ADMINISTRATION

7. Incorporation and Nature of the Company:

7.1 Incorporation

7.1.1 The Company is incorporated as a Non-Profit Company, as defined in the Act.

7.1.2 The Company is incorporated in accordance with, and governed by:

7.1.2.1 the unalterable provisions of the Act that are applicable to Non-Profit Companies;

7.1.2.2 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 MOI;

7.1.2.3 the provisions of this MOI.

7.2 Objects and Powers of the Company

7.2.1 The objects of the Company are as set out under Section A and, 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.

7.2.2 The Company is not subject to any provision contemplated in section 15(2)(b) or (c) of the Act.

7.2.3 Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with Item 1(4)(b) of Schedule 1 of the Act which states that:

7.2.3.1 the net value of the Company must be distributed to one or more non-profit Companies, external Non-Profit Companies engaged in activities within the Republic, voluntary associations or non-profit trusts having objects similar to the Company's main object; and

7.2.3.2 as determined:

7.2.3.2.1 by majority resolution of the Members, immediately before the time of dissolution or, failing such determination;

7.2.3.2.2 to be allocated to the PPRA, Community Schemes Ombud Service or its successor in title, or failing their existence;

7.2.3.2.3 by the Court.

8. Memorandum of Incorporation and Company Rules:

8.1 This MOI of the Company may be altered or amended only in the manner set out in section 16, 17 or 152(6)(b) of the Act.

8.2 The Company's Board of Directors may make rules for the Company, without limitation or restriction and only subject to the provisions of Article 1.3(5), as contemplated in Section 15(3) to (5) of the Act with regards to the following aspects:

8.2.1 the conduct and ethical standards required from Members;

8.2.2 the inter-relationship between Members;

8.2.3 penalty provisions, suspension and disciplinary action against Members related to non-compliance;

8.2.4 the administration, financial management, operational management and control of the affairs of the Company;

8.2.5 the use of standardised documents or the prescription of minimum requirements and standards concerning documents to be used by Members;

8.2.6 the right of Members to disclose their association with the Company as Members of the Company.

8.3 The Board must publish any rules made in terms of section 15(3) to (5) of the Act by publishing the Rules to the Members of the Company, or by delivering a copy of the Rules or amended Rules to each Corporate Member by post or e-mail, in terms of Article 6;

- 8.4 The Company must publish a notice of any alteration to the MOI or the Rules, made in terms of section 17(1) of the Act by delivering a copy of the altered MOI or the Rules to each Corporate Member by post or e-mail, in terms of Article 6.
- 8.5 All Rules made by the Board of Directors must be ratified by the Corporate Members in a Annual General Meeting of members following the publication of the Rules to the Members.
- 8.6 Any Rules issued by the Directors with regards to conduct of Members or any other matter, in force on the date before this MOI is accepted by the Members, will remain of force and effect as if they were issued in terms of this Article 1.3(2).

9. Optional Provisions of Companies Act, 2008 do not apply:

The Company elects to, in terms of section 34(2) of the Act, appoint an Auditor, but will not appoint an Audit Committee.

PART E - MEMBERS OF THE COMPANY

10. As contemplated in Item 4(1) of Schedule 1 of the Act, the Company has voting Members who are voting or Corporate Members, and non-voting Members who are Portfolio Managers, National and Regional Service Providers, Community Scheme Members and Honorary Members, all of which are subject to the provisions of this MOI.
11. Portfolio Managers, National and Regional Service Providers, Community Scheme Members and Honorary Members will be entitled to attend and participate in the Annual General Meetings of the Company but may not vote on any matter requiring a vote.

12. Qualification and Membership Categories:

12.1 Membership of the Company will be limited to Corporate Members, Portfolio Managers, National and Regional Service Providers, Community Scheme Members and Honorary Members.

12.2 "Corporate Members" are those who:

12.2.1 have been approved by the Regional Committee established within the area in which they reside, or have been approved by the Board of NAMA;

12.2.2 qualify and have applied for membership of NAMA via the NAMA website;

12.2.3 practice as a Managing Agent;

12.2.4 if practicing as a Managing Agent and/ or for gain on behalf of a third party, is compelled to be in possession of a valid Fidelity Fund Certificate (FFC) in the name of the company issued by the PPRA;

12.2.5 are the registered entity in whose name all business is transacted.

12.3 "National and Regional Service Providers" are those Members who:

12.3.1 do not carry on the business of a Managing Agent;

12.3.2 will benefit from membership of the Company;

12.3.3 are a professional property organisation, or controlling body, which has similar objectives to NAMA, and who may be admitted by the Board of Directors, in its sole discretion;

12.3.4 are approved by the Regional Committee within whose jurisdiction they operate, as well as the Board of NAMA.

- 12.4 "Honorary Members" are those Members who:
- 12.4.1 are invited by the NAMA Board of Directors to join NAMA as an Honorary Member due to his/her expertise, liaison, and relationship with NAMA, or for any other reason as the Board may determine from time to time;
 - 12.4.2 accepted membership as an Honorary Member;
- 12.5 "Portfolio Managers" are those members who have completed level 1 of the course in Community Scheme Management presented by NAMA and its preferred education partner, and who work, in their private capacity, for a Managing Agent and perform functions relating to the management of Community Schemes; inclusive of those members who have submitted, within two years of opening of the individual membership, a portfolio of evidence for Recognition of Prior Learning (RPL) to be evaluated by an appointed RPL committee.
- 12.6 "Community Scheme Members" are those members who register their scheme as a NAMA Member, and are managed by a Managing Agent who is a Corporate Member of NAMA.
- 12.7 A Managing Agent or Regional Service Provider with more than 1 one office will qualify for membership or representation in respect of each Regional Office, if membership fees are paid in respect of each Regional Office or representative Member.
- 12.8 Applications for National Service Provider membership may be made by Regional Service Provider Members who wish to join nationally and receive National Service Provider membership benefits.
- 12.9 A National Service Provider qualifies for membership and representation in each Regional Office and may be represented by no more than one person in each region.

13. Application for membership:

- 13.1 Subject to the provisions of Article 1.5(2)(a), application for membership of the Company will be made to the National Office of NAMA via the NAMA website.
- 13.2 When application is made for membership of the Company by a person, such person will declare himself bound by the terms and conditions of this MOI and any Rules made thereunder and such person will be deemed to have acquainted himself with the terms and conditions thereof.
- 13.3 Application for membership will be in the prescribed format as may be directed and/or compiled by the Company by way of an online application form from time to time.
14. Initial or periodic costs for membership:
- 14.1 Except in the case of Honorary Members, membership is conditional upon payment of the prescribed membership fees and membership will *ipso facto* be suspended if membership fees are or remain in arrears after due notice.
15. Cessation of membership:
- 15.1 A person will remain a Member of the Company until he resigns as a Member of the Company or membership is terminated by the Company in terms of the provisions of this MOI.
- 15.2 A Member will cease to be a Member of the Company immediately:
- 15.2.1 In the case of a natural person:
- 15.2.1.1 on such Member's death;
- 15.2.1.2 if such Member becomes of unsound mind;
- 15.2.1.3 if such Member's estate is surrendered or sequestered, whether voluntarily or compulsorily;

- 15.2.1.4 if he has failed to pay his membership fees and has persisted in such failure after having been given 7 (seven) days' notice to effect payment thereof;
 - 15.2.1.5 if he is requested to resign by majority resolution of the Board;
 - 15.2.1.6 if he fails to adhere to the provisions of the Code of Conduct (after investigation, and at the sole discretion of the Board and Ethical Committee);
 - 15.2.1.7 if he fails to produce or be in possession of a valid FFC in the capacity of the firm of the managing agency by the end of February of each year.
- 15.2.2 In the case of a member who is not a natural person:
- 15.2.2.1 if such Member is liquidated, wound up, whether provisionally or finally, and whether compulsorily or voluntarily or is placed under business rescue;
 - 15.2.2.2 if it has failed to pay its annual membership fees and has persisted in such failure after having been given 7 (seven) days' notice to effect payment thereof;
 - 15.2.2.3 if it is requested to resign by majority resolution of the Board;
 - 15.2.2.4 if any of its directors, members, trustees (in the event of a trust) are disqualified to act as a Director of a Company in terms of the provisions of section 69 of the Act;
 - 15.2.2.5 if it fails to adhere to the provisions of the Code of Conduct (after investigation, and at the sole discretion of the Board and Ethical Committee);
 - 15.2.2.6 if by its action, it has brought the Company into disrepute;

15.2.2.7 if the Corporate Member is not in possession of a valid Fidelity Fund Certificate (FFC). Annual FFC requirements imposed by the PPRA must be complied with annually before the end of February each year.

16. A Member may not resign if there is a conduct or ethics related matter being investigated against such Member.
17. When membership has been terminated, the member's name will be removed from the Member's Register, and the details related to such termination may be noted against the Member's name in the records of the Company.
18. After ceasing to be a Member, a Member will not make use of any Membership designation, or claim to be, or hold himself out as, a Member of the Company.
19. Resignation of membership:
 - 19.1 A Member may resign by submitting, to the Administrative Head Office, their resignation in writing, accompanied with a reason for the resignation. Notice of resignation shall be equivalent to one calendar month and all membership fees shall be paid to the effective date of resignation. The Company will not accept the resignation where any disciplinary action or proceedings are pending.
 - 19.2 If, at the time of the Member's resignation subscriptions are fully paid, and they are in all other respects in good standing, they remain eligible for re-admission, provided the prescribed processes are followed.

19.3 If application is made within 1 (one) year of the date upon which a Member has resigned, the NAMA Head Office may, after consideration of the application, cause a new Membership Certificate to be issued, if such application is approved.

20. Membership fees

20.1 The Directors shall from time to time determine the membership fees payable by the Members (excluding Honorary Members), to fund all the operating and administrative expenses which the Company has incurred, or operating and administrative expenses the Directors reasonably anticipate the Company will incur in the attainment of its objectives and/or in the pursuit of its business.

20.2 The Directors will, not less than 30 (thirty) days prior to the end of each financial year, or as soon thereafter as is reasonably possible, publish a notice indicating the estimate, in reasonable detail, of the amount which will be required by the Company to fund the operating and administrative expenses during the following financial year, and will specify separately such estimated deficiency, if any, as well as the actual results from operations in the preceding year. The Directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an ordinary, annual or recurring nature.

20.3 The notice to each Member will specify the membership fee payable by that Member that is required to fund such operating expenses and/or contributions to the reserve fund.

20.4 The membership fees for the ensuing financial year and/ or any special contribution to be implemented, will become due on the passing of a Board Resolution to that effect, or the publication thereof as envisaged in Article 1.5(3)(b), and will be payable in the form that the Directors may specify from time to time and failing such

specification, in a single instalment due in advance on the first day of the financial year for which such fees were determined and became effective.

- 20.5 If the Directors, for any reason, fail to prepare and timeously serve the notice referred to in Article 1.5(3)(b) above, every Member will, until served with such notice, continue to pay the membership fees previously imposed for the ensuing financial year and will, after service of such notice, pay the new membership fee specified therein.
- 20.6 Where membership is terminated or suspended for reasons of non-compliance or arrear membership fees, re-application for membership will be subject to payment of any arrears recorded previously, and payment in advance of the annual membership fees for the forthcoming year.
- 20.7 Termination of membership will not affect the right of the Company to claim and collect any arrear membership fees which remain due from such Member.

21. Rights of Members:

21.1 Members' authority to act

21.1.1 If, at any time, every Member of the Company is also a Director of the Company, as contemplated in section 57(4) of the Act, the authority of the Members to act without notice or compliance with any other internal formalities, as set out in that section, is not limited or restricted by this MOI.

21.2 Members' right to Information

21.2.1 The Company is obligated to ensure that it complies with the Protection of Personal Information Act 4 of 2013 ("the POPIA").

- 21.2.2 Primarily the POPIA requires the Company to ensure that the eight (8) conditions are complied with when the Company processes personal information. This is in terms of Chapter 3 of POPIA.
- 21.2.3 The Company is accountable for the personal information it processes and stays accountable and responsible for that personal information.
- 21.2.4 Personal information can only be processed by the Company if done so lawfully. The Company processes personal information for the purposes of the administration and management of the Company.
- 21.2.5 The Company can only collect personal information for a specific, explicitly defined and lawful purpose.
- 21.2.6 The further processing of personal information by the Company can only be performed if compatible with the original purpose that the personal information was collected for.
- 21.2.7 The Company must take reasonable and practicable steps to ensure that personal information records are complete, accurate, not misleading, and updated where necessary.
- 21.2.8 The Company undertakes to be transparent about why they need a Member's personal information and how they intend using and processing it.
- 21.2.9 The Company undertakes to take appropriate, reasonable, technical and organisational measures to secure the integrity and confidentiality of the personal information it processes and to prevent loss, damage, unauthorised destruction and unlawful processing of the personal information.

- 21.2.10 Members have the right to ask whether the Company holds certain personal information about them, to request copies of their personal information/records and the details of all third parties who have or had access to that information.
- 21.2.11 Personal information is primarily information of a Member such as their identity number, email address, physical address, telephone number, biometric information and private correspondence sent by that person.
- 21.2.12 The Company must at all times maintain an updated POPIA manual and/or framework, compliant with the POPIA and any amendments thereto.
- 21.2.13 The approved Company POPIA manual must set out the above eight (8) conditions, the obligations of the Company in respect of the POPIA and the rights of Members in regard to the POPIA.
- 21.2.14 The POPIA manual and its contents are binding upon the Members of the Company. Failure by a Member to comply with the contents of the POPIA manual may result in a complaint being lodged by the Trustees with the Information Regulator.
- 21.2.15 The Company must appoint an Information Officer to ensure compliance with the POPIA.
- 21.2.16 The Information Officer, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the person/s to which it relates.
- 21.2.17 Members have the right to submit a complaint to the Information Regulator appointed in terms of the POPIA when there has been interference with the protection of their personal information.

- 21.2.18 Civil proceedings may also be instituted against the Company by its Members when there has been interference with the contents of the Member's personal information.
- 21.2.19 The Company is obligated to ensure that it complies with the Promotion of Access to Information Act 2 of 2000 ("the PAIA").
- 21.2.20 Primarily the PAIA requires the Company to ensure and promote an individual's constitutional right of access to information of the Company. The main objective is to promote openness, accountability and effective governance by the Company.
- 21.2.21 The Company must at all times maintain an updated PAIA manual, compliant with the POPIA and any amendments thereto, describing the types of records the Company holds and procedures in place when access to information is requested.
- 21.2.22 The PAIA manual and its contents are binding upon the Members of the Company.
- 21.2.23 The Information Officer of the Company, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the Member/s or person/s to which it relates.
- 21.2.24 Upon receipt of a request for access to the records and documents of the Company for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is made by a registered member/s or a person duly authorised in writing by the registered member/s or its duly authorised representative.

21.2.25 When receiving a request for access to the records and documents of the Company for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is in compliance with the POPIA, in that no such request will be permitted if the reason for such request is not provided by the party requesting such access for inspection and copy/ies, and further if the reason/s provided are not deemed reasonable in regard to the administration and management of the Company, or any legitimate purpose applicable in terms of its governing documentation.

21.2.26 When a requesting party is in receipt of any record/s and/or document/s of the Company, such person is responsible to ensure compliance with the POPIA in their intended use of the record/s and/or document/s so obtained.

21.3 Representation by concurrent proxies

21.3.1 The right of a Member of the Company to appoint 2 (two) or more persons concurrently as proxies, as set out in section 58(3)(a) of the Act is not limited, restricted or varied by this MOI.

21.4 Authority of proxy to delegate

21.4.1 The authority of a Member's appointed proxy to delegate the appointed proxy's powers to another person, as set out in section 58(3)(b) of the Act is not limited or restricted by this MOI.

21.5 Requirements to provide a proxy instrument to the Company

21.5.1 The requirement that a Member must provide to the Company a copy of the instrument appointing a proxy before that proxy may exercise the Member's rights at a Members' Meeting, as set out in section 58(3)(c) of the Act is varied to the extent that a copy of the instrument appointing a proxy must be provided to the Company, or to any other

person acting on behalf of the Company (including a Board member), at least 24 (twenty four) hours before commencement of the proceedings or meeting at which the proxy exercises any of the rights of the Member. A proxy appointed by a member must be a Member of the Company.

21.6 Deliberative authority of proxy

21.6.1 The authority of a Member's proxy to decide, without direction from the Member, whether to exercise or abstain from exercising any voting right of the Member, as set out in section 58(7) of the Act is not limited or restricted by this MOI.

21.7 Record date for exercise of Member rights

21.7.1 If, at any time, the Company's Board of Directors fail to determine a record date, as contemplated in section 59 of the Act, the record date for the relevant matter will be 15 (fifteen) days prior to the action, meeting or event as contemplated in accordance with section 59(3) of the Act.

21.8 Members to serve on Regional Committees

21.8.1 The Board may establish Regional Committees which shall operate in defined geographical areas.

21.8.2 Regional Committees will consist of Portfolio Managers, Corporate Members and National and Regional Service Providers.

21.8.3. The majority of Regional Committee members must be Corporate Members, whose membership fees are not in arrears, and who have complied with the requirements of membership of the Company, including the submission of a valid FFC.

- 21.8.4 Each Regional Committee will elect from their ranks a Chairperson who will by virtue of this election, automatically serve on the Board of Directors of the Company.
- 21.8.5 The Regional Chairperson, who becomes eligible for election as a Director, must be a Corporate Member of the Company.
- 21.8.6 The Regional Chairperson and subsequently elected Regional Director may not serve in this capacity for a period longer than 3 (three) years.
- 21.8.7 Representation on Regional Committees shall be limited to 1 (one) person from each member.
- 21.8.8 Members of the Regional Committee will be entitled to vote and decide on matters relating to the operations of the Regional Committee they represent, and the planning of regional events, but will have no direct input to the national operations of the Company, other than via the input of the Regional Chairperson and Board member.

22. Members' Meetings:

22.1 Requirement to hold meetings

22.1.1 The Company is required to hold Members' Meetings, in addition to those specifically required by the Act.

22.1.2 Annual General Meetings

22.1.2.1 The Annual General Meeting of the Company will be held within 6 (six) months after the end of each financial year, or as soon thereafter as reasonably possible.

22.1.2.2 The Board of Directors may, whenever they deem fit, convene National General Meetings of the Members, other than the Annual General Meeting. All National meetings of Members other than the Annual General Meeting shall be referred to as "Special General Meetings".

22.1.2.3 All Members of the Company that are in good standing in terms of the provisions of this MOI may attend all General Meetings of Members of the Company, provided that only Corporate Members may vote on any matter requiring a vote.

22.2 Regional Committee Annual General Meetings

22.2.1 Regional Committee Annual General Meetings shall be convened and held within 60 (sixty) days of the date of the Annual General Meeting of the Company.

22.2.2 The Board of Directors or Regional Chairperson and member of the Board of Directors may, whenever they deem fit, convene Regional General Meetings of Members.

22.2.3 Regional members who are in good standing in terms of the provisions of this MOI may attend the Regional Annual General Meetings, provided that only Corporate Members may vote on any matter requiring a vote.

22.2.4 All meetings of Regional Members other than the Regional Annual General Meeting will be referred to as "Regional Special General Meetings".

22.3 Members' right to requisition a meeting

22.3.1 The right of Members to requisition a meeting, as set out in section 61(3) of the Act, may only be exercised if by a minimum of 20% of the Members who are entitled to vote (in respect of National Annual General Meetings), and if by a

minimum of 10% of the Regional Voting Members in respect of a Regional Annual General Meeting.

22.4 Location of Members Meetings

22.4.1 The authority of the Company's Board of Directors to determine the location of any Members' Meeting, is limited to the extent only that the meeting must be held in the Republic.

22.5 Notice of Members Meetings

22.5.1 The minimum number of days for the Company to deliver a notice of a Members' Meeting to the Members, as required by section 62 of the Act, is as provided for in section 62(1) of the Act, being 15 (fifteen) Business Days.

22.6 Electronic participation in Members Meetings

22.6.1 The authority of the Company to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 63 of the Act is not limited or restricted by this MOI, provided that the electronic communication mechanism employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other, without an intermediary, and to participate reasonably effectively at the meeting.

22.7 Quorum for General Meetings

22.7.1 The quorum requirement for an Annual General Meeting of the company is 10 (ten) Corporate Members, who are present in person or are represented by appointed proxy. For any motion tabled to be considered carried, at least 51% (fifty one percent) of the votes entitled to be exercised by the Members present in person or represented by proxy must be obtained.

22.7.2 The quorum requirement for a Regional Annual General Meeting is 3 (three) Corporate Members. For any motion tabled to be considered carried, at least 51% (fifty one percent) of the votes entitled to be exercised by the Members present in person or represented by proxy must be obtained.

22.7.3 The time periods allowed in section 64(4) and (5) of the Act apply to the Company, subject thereto that:

22.7.3.1 If, within 15 (fifteen) minutes after the appointed time for a meeting to begin, the requirements of sub-sections 64(1) or 64(3), if applicable, for that meeting to begin have not been satisfied, the meeting shall be postponed without motion, vote or further notice, for 1 (one) week.

22.7.3.2 For consideration of a particular matter being debated at the meeting where the quorum has not been satisfied:

22.7.3.2.1 if there is other business on the agenda for the meeting, consideration of that matter may be postponed for one hour to reach a motion or a vote;

22.7.3.2.2 if there is no other business on the agenda for the meeting, the meeting shall be adjourned for 1 (one) week, without motion or vote;

22.7.3.2.3 the person intended to preside at a meeting that cannot begin due to the operation of sub-section 64(1)(a) or 64(3) of the Act, if applicable, may extend the 15 (fifteen) minute limit for a reasonable period on the grounds specified in sub-section 64(5) of the Act.

22.7.4 The authority of a meeting to continue to consider a matter after the quorum has been met, if at least 1 (one) Member remains present, as set out in section 64(9) of the Act, is not limited or restricted by this MOI.

22.8 Adjournment of Members' Meetings

22.8.1 If a quorum has not been achieved within 15 (fifteen) minutes after the appointed time for the meeting to begin, or such extended period as directed by the Chairperson, the Chairperson appointed for the meeting is authorised to adjourn the meeting of the Members for a period of 1 (one) week. Adjournment will take place in accordance with the provisions of Sections 64(4) to (13) of the Act.

22.8.2 The maximum period allowable for an adjournment of a Members' Meeting is 30 (thirty) days after the date upon which the adjournment was required.

23. Members' resolutions:

23.1 For any ordinary resolution to be adopted at a Members' Meeting, it must be supported by at least 51% (fifty one percent) of the Members present (in person or represented by valid proxy) and entitled to vote at the meeting, who voted on the resolution, notwithstanding the provisions of section 65(7) of the Act.

23.2 For any special resolution to be adopted at a Members' Meeting, it must be supported by at least 75% (seventy five percent) of the Members present (in person or represented by valid proxy) and entitled to vote at the meeting, who voted on the resolution, as provided in section 65(7) of the Act.

- 23.3 A special resolution adopted at a Members' Meeting is not required for any matter to be determined by the Company, except those matters set out in section 65(11) of the Act, and the following matters:
- 23.3.1 amendment of the Company's MOI to the extent required by section 16(1)(c) of the Act;
 - 23.3.2 approval of the voluntary winding-up of the Company in the circumstances contemplated in section 80(1) of the Act;
 - 23.3.3 approval of any proposed fundamental transaction, to the extent required by Part A of Chapter 5 of the Act, subject to Schedule 1 of the Act;
 - 23.3.4 ratification of any actions by the Company or its Directors which exceed their authority, as contemplated in section 20(2) of the Act;
 - 23.3.5 authorisation delegated to the Board to grant financial assistance in the circumstances contemplated in section 44(3)(a)(ii) or 45(3)(a)(ii) of the Act (excluding bursaries from the Development Fund);
 - 23.3.6 authorisation of any change on the basis of compensation of the members of the Board of Directors of the Company, as required by section 66(9) of the Act.

24. Votes of Members

- 24.1 At every Annual General Meeting of the Members of the Company:
- 24.1.1 every Corporate Member entitled to vote will have 1 (one) vote only irrespective of the regional representation;

- 24.1.2 save as expressly provided for in these presents, no person other than a Corporate Member, duly registered and who will have paid his fees or other sum due and payable to the Company in respect of, or arising out of, his membership, and who is not under suspension, will be entitled to vote on any question, either personally or by way of appointed proxy, at any General Meeting;
- 24.1.3 at any General Meeting, a Resolution put to the vote of the meeting, will be decided on a show of hands, unless a poll (before or in the declaration of the result of a show of hands) is demanded by the Chairperson or Members referred to in Section 63(4)(2)(vi) of the Act and unless a poll is so demanded, a declaration by the Chairperson that a Resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or has been declined, and an entry to that effect in the minute book containing the minutes of the proceedings of the Company will be conclusive evidence of the act, without proof of the number or the proportion of the votes recorded in favour or against such Resolution. The demand for a poll may be withdrawn;
- 24.1.4 if a poll is duly demanded, it will be taken in such manner as the Chairperson directs, and the result of the poll will be deemed to be the Resolution of the meeting at which the poll was demanded. 2 (two) Members will be elected to determine the result of the poll. In the case of an equality of votes, whether on a show of hands or on a poll, the Resolution will fail. In the case of equal votes for and against any Resolution, whether on a show of hands or on a poll, the Resolution will be deemed to have been defeated;

- 24.1.5 every Resolution and every amended Resolution proposed for adoption by a General Meeting, must be seconded at the meeting and if not so seconded, will be deemed not to have been proposed;
- 24.1.6 unless any Member present in person or represented by way of valid proxy at a General Meeting will, before closure of the meeting, have objected to any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, whether by a show of hands or otherwise, or the validity of the procedure at such meeting, such declaration by the Chairperson will be deemed to be a true and correct statement of the voting, and the meeting will in all respects be deemed to have been properly and validly constituted and conducted, and an entry recorded in the minutes to the effect that any motion has been carried or defeated, with or without record of the number of votes recorded in favour of or against such motion, will be considered conclusive evidence of the votes so recorded;
- 24.1.7 in the event of a deadlock or equal votes on any motion tables at an Annual General Meeting, the elected Chairperson of the Board of Directors will have a casting vote.

PART F – DIRECTORS AND OFFICERS

25. Composition of the Board of Directors:

- 25.1 The Board of Directors of the Company will comprise of 10 (ten) Directors, made up of 3 (three) elected Directors and not more than 1 (one) Director from each region. The 3 (three) elected Directors will comprise of the Chairperson and 2 (two) industry experts, 1 (one) of which will be elected from NAMA's National Service Providers. The

election of the Board of Directors will take place in the following manner:

- 25.1.1 the Chairperson of each of the Regional Committees, appointed at the Regional Annual General Meeting of members, shall be appointed as a member of the Board of Directors of the Company. The Chairperson and subsequently, Director appointed to the Board of Directors of the Company shall be a Corporate Member of the Company;
- 25.1.2 nominations for the election of Directors, other than Directors who are appointed to the Board by virtue of their position as Chairperson of a Regional Committee, must reach the Company or a Board member on or before commencement of the proceedings or meeting at which the nomination is to be considered and voted on by the Board;
- 25.1.3 in the event of any regional vacancy occurring in the Board of Directors of the Company prior to the next Regional Annual General Meeting, the vacancy in question will be filled by the Vice-Chairperson of the Regional Committee concerned;
- 25.1.4 within 7 (seven) days of the date of the Annual General Meeting of Members, the Board of Directors will meet and will elect from their own number, the Chairperson and the Vice-Chairperson of the Board of Directors of the Company, who will hold their respective offices until the Annual General Meeting following their appointment, provided that the office of the Chairperson or Vice-Chairperson will *ipso facto* be vacated by the Director holding such office upon their ceasing to be a Director of the Company for any reason. Such office bearers may be nominated and may stand for re-election after the expiry of their term of office at each Annual General Meeting of the Company.

- 25.2 The Chairperson of the Board of Directors for the time being, and in the event of their absence or incapacity to act, the Vice-Chairperson of the Board of Directors may, upon any vacancy occurring in the Board of Directors which is not a regional vacancy, appoint an interim Director to fill such vacancy until the election of Board members at the next Annual General Meeting or Special General Meeting of the Company convened and held for this purpose.
- 25.3 In addition to satisfying the qualification and eligibility requirements (set out in section 69 of the Act) to become or remain a Director of the Company, a person must satisfy the following additional eligibility requirements and qualifications:
- 25.3.1 they must be a paid-up Member of the Company at the time of appointment as Director;
 - 25.3.2 they may not be in breach of any of their obligations as a Member of the Company, as stipulated in the MOI or the Rules;
 - 25.3.3 they may not absent themselves from meetings of the Board of Directors of the Company for 2 (two) consecutive meetings without the prior approval of the other members of the Board of Directors.
- 25.4 Each elected (as opposed to appointed) Director of the Company serves for a term of 2 (two) years.
- 25.5 A Director will be deemed to have vacated their office as such when:
- 25.5.1 they resign by notice in writing to the Company;
 - 25.5.2 they have been disqualified to act as a Director in terms of the provisions of Section 69 of the Act;
 - 25.5.3 they have been discharged from office under circumstances in terms of Section 71 of the Act;

25.5.4 they are absent from more than 2 (two) quarterly meetings of the Board of Directors without leave or the requisite consent having been granted by the Board of Directors of the Company.

25.6 A Director may furthermore be removed from office if their removal is approved:

25.6.1 by majority resolution of the Members of the Region by which he was originally nominated (appointed directors);

25.6.2 by majority resolution of the Board of Directors at a meeting of the Board of Directors of the Company (appointed and elected directors).

26. Authority of the Board of Directors:

26.1 The authority of the Company's Board of Directors to manage and direct the business and affairs of the Company is not limited or restricted by this MOI but is subject to any restriction and direction given at a General Meeting of Members of the Company.

27. Board of Directors' Meetings:

27.1 The authority of the Company's Board of Directors to consider a matter other than at a meeting, as set out in section 74 of the Act, is not limited or restricted by this MOI.

27.2 The right of the Company's Directors to requisition a meeting of the Board of Directors, as set out in section 73(1) of the Act, is limited and may only be exercised by at least 25% (twenty five percent) in number of the Directors of the Company.

- 27.3 The authority of the Company's Board of Directors to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3) of the Act, is not limited or restricted by this MOI.
- 27.4 The authority of the Company's Board of Directors to determine the manner and form of providing notice of its meetings, as set out in section 73(4) of the Act, is not limited or restricted by this MOI.
- 27.5 The authority of the Company's Board of Directors to proceed with a meeting despite any failure or defect in the giving of notice for the meeting, as set out in section 73(5) of the Act, is not limited or restricted by this MOI.
- 27.6 The quorum requirement for a Directors' meetings, the voting rights at such meetings, and the requirements for approval of a resolution at such meetings, are as set out in section 73(5) of the Act (51% (fifty one percent) or a majority of the Board of Directors).
- 27.7 Each Director has 1 (one) vote on any matter before the Board of Directors.
- 27.8 A simple majority of the votes cast on a proposal or matter before the Board is sufficient to approve a Resolution of the Board of Directors giving effect to the proposal.

28. Chairperson:

- 28.1 The Directors will, at the first meeting after being appointed as such in terms of Article 4.1(1), elect a Chairperson of the Board from amongst their number, to hold office as such for no longer than a period of 4 (four) consecutive years. Alternatively, the Chairperson can be elected at the first meeting of the Board of Directors after the Annual General Meeting of Members.

28.2 For the purposes of continuity and redundancy, and to facilitate transition, a Chairperson whose term has expired in terms of this MOI will automatically remain appointed to the Board of Directors of the Company for a period not exceeding 1 (one) year.

28.3 The office of Chairperson will *ipso facto* be vacated by a Director holding such office upon them ceasing to be a Director for any reason. In the event of any vacancy of the aforesaid office occurring during the term for which the Chairperson is elected, the Vice Chairperson, if any, will act as the interim Chairperson, and the Board of Directors will, as soon as reasonably possible, appoint one of its number as a replacement to the office of Chairperson (if the Vice Chairperson is not confirmed as elected to this office, or declines the nomination), or one of their number as a replacement Vice-Chairperson (if the existing Vice Chairperson is confirmed as elected to this office).

28.4 Except as otherwise provided, the Chairperson of the Board of Directors will preside at all meetings of the Board of Directors and at all General Meetings of Members. In the event of the Chairperson not being present within 15 (fifteen) minutes of the scheduled time for the commencement of the meeting, or in the event of his inability or unwillingness to act as Chairperson, the Vice-Chairperson, if appointed, will preside at such meeting and failing him, a Chairperson will be elected from the ranks of the Members present, by the Members present.

29. Indemnification of Directors:

29.1 The authority of the Company's Board of Directors to advance expenses to a Director, or indemnify a Director, in respect of the defence of legal proceedings, as set out in section 78(3) of the Act, is not limited or restricted by this MOI.

29.2 The authority of the Company's Board of Directors to indemnify a Director in respect of liability, as set out in section 78(5) of the Act, is not limited or restricted by this MOI.

29.3 The authority of the Company's Board of Directors to purchase insurance to protect the Company, or a Director, as set out in section 78(6) of the Act, is not limited or restricted by this MOI.

30. Officers and Committees:

30.1 The Board of Directors may appoint any officers it considers necessary to better achieve the objects of the Company.

30.2 The authority of the Company's Board of Directors to appoint committees of Directors, and to delegate to any such committee any of the authority of the Board of Directors, as set out in section 72(1) of the Act, or to include in any such committee persons who are not Directors, as set out in section 73(2)(a) of the Act, is not limited or restricted by this MOI.

30.3 The authority of a committee appointed by the Board of Directors of the Company, as set out in section 72(2)(b) and (c) of the Act, may be restricted or limited by the Board of Directors when the committee is so established.

PART G – FINANCIAL RECORDS

31. Accounting records:

- 31.1 The Directors will cause such accounting records as are prescribed by Section 28 of the Act to be kept. Proper accounting records will not be deemed to be kept if they are not kept sufficiently to fairly present the results of operations and business of the Company, and to explain and support the transactions and financial position of the Company on a continuing annual basis.
- 31.2 The accounting records will be kept and will be accessible at the registered office of the Company during normal business hours of the Company.

32. Annual Financial Statements:

- 32.1 The Directors will from time to time, in accordance with Section 29 and 30 of the Act, cause to be prepared and laid before the Members at the Annual General Meeting of Members, such Annual Financial Statements as are referred to in those Sections.
- 32.2 The Annual Financial Statements of the Company will be audited annually by the external Auditor or Accounting Officer appointed by the Board of Directors.
- 32.3 A copy of any Annual Financial Statements which are to be laid before the Members at the Annual General Meeting of Members, in terms of Section 30(3)(d) of the Act, will be included with the notice convening the Annual General Meeting of Members, at which they are to be considered.

PART H – GENERAL PROVISIONS

33. Rules:

33.1 In accordance with the provisions of Section 15 of the Act, the incorporators adopted the Rules as set out in Schedule 1 hereto, which Rules may from time to time be amended, supplemented or repealed in accordance with the provisions of the MOI and the Act. Any Rules made, amended or repealed by the Board of the Company from time to time will be published by delivering a copy of those Rules to each Member by post and/or e-mail.

33.2 Save to the extent that the Rules as set out in Schedule 5 hereto were amended, the Rules issued by the Directors with regards to the conduct of Members or any other matter, on the date before this MOI was accepted by the Members, will remain of force and effect as if they were issued in terms of Article 1.3(2).

34. Notices:

34.1 For any notice or document to be delivered or published for any purpose contemplated in the Act, the Regulations, this MOI and/ or the Rules of the Company, the provisions of Table CR3 in terms of Regulation 7 in the Act, as amended in terms of this MOI, will apply and for this purpose, such notice may be delivered in either of the following ways:

34.1.1 by electronic mail, if the addressee has an address for receiving electronic mail;

- 34.1.2 by registered post to the addressee's domicilium citandi et executandi or last known address;
 - 34.1.3 by hand to the addressee or to any representative authorised in writing by the addressee to accept service;
 - 34.1.4 by leaving the notice at the addressee's place of residence or business with a person who is apparently at least 16 years old and in charge of the premises at the time;
 - 34.1.5 by leaving the notice at the addressee's place of employment with a person who is apparently at least 16 years old and apparently in authority.
- 34.2 A notice will be deemed to have been delivered if:
- 34.2.1 by electronic mail – on the date and at the time recorded by the device used by the sender, unless there is conclusive evidence that it was delivered on a different date or at a different time;
 - 34.2.2 by registered post – on the 3rd (third) day following the day on which the notice or document was posted, as recorded by the Post Office, unless there is conclusive evidence that it was delivered on a different day;
 - 34.2.3 by hand – on the date and at the time recorded on a receipt for the delivery;
 - 34.2.4 by leaving the notice at the place of residence or business of the addressee – on the date and at the time recorded on a receipt for the delivery;
 - 34.2.5 by leaving the notice at the addressee's place of employment – on the date and at the time recorded on a receipt for the delivery.

34.3 Any notice to be given by a Member to the Company will be delivered to the Company by delivery of such notice to the registered address of the Company, as recorded in the records of CIPC from time to time, or by electronic mail, and which will be recorded and confirmed in the Minutes of the Annual General Meeting of Members.

35. Domicilium citandi et executandi:

35.1 The address of the Company constituting its domicilium citandi et executandi, will be as is registered in terms of the Notice of Incorporation registered with the CIPC, subject to any amendment recorded and confirmed at an Annual General Meeting of Members.

35.2 The domicilium citandi et executandi of each Member will be the address that each member chooses as the business address of the Member as registered with the CIPC, provided that such Member will be entitled to change the said domicilium, that any new domicilium selected will be situated in the Republic of South Africa, and that the change will only be effective upon receipt of written notice thereof by the Company.

36. Deposit and Investment of Funds:

36.1 The Directors will cause all monies received by the Company to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the Company and, subject to any direction given or restriction imposed at a General Meeting of Members of the Company, such monies may only be withdrawn for payment of the operating expenses of the Company, or for the purposes of investment in terms of Article 8.3.

36.2 Any funds not immediately required for disbursement, may be invested in a savings or similar account with any bank approved by the Directors.

36.3 Interest earned on funds invested may be used by the Company for any purpose consistent with the pursuit of its objectives.

37. Refunds and Distribution of Profits or Assets:

37.1 The Members will not be entitled to a refund of contributions lawfully levied upon them and duly paid by them, unless such contribution was paid in advance and lies to the Member's credit.

37.2 Upon dissolution of the Company, Members of the Company are not entitled to a distribution of accumulated profits or assets of the Company, which must be distributed to an approved equivalent institution.