

# THE COMPANIES ACT 1967

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## PUBLIC COMPANY LIMITED BY GUARANTEE

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### THE CONSTITUTION

#### OF

#### SEED INNOVATION & PROTECTION INITIATIVE, ASIA PACIFIC LTD.

#### PRELIMINARY

1. The name of the company is “SEED INNOVATION & PROTECTION INITIATIVE, ASIA PACIFIC LTD.” (the “**Company**”). *Name of Company.*
2. The Office of the Company will be situated in the Republic of Singapore. *Registered office.*
3. The liability of the Members is limited. *Limited liability.*
4. Each Member undertakes to contribute to the assets of the company in the event of it 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 or she ceases to be a Member, and the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required but not exceeding the latest annual Membership fees due from such Member. *Members’ undertaking to contribute.*
5. The number of Members with which the Company is applying to be registered is 13 (each a “**Founding Member**”). *Number of Members on incorporation.*
6. The objects for which the Company is established are to: *Objects of the Company.*
  - (a) To reduce the number of infringements of intellectual property rights in the vegetable seed sector through awareness and deterrence.
  - (b) To develop a knowledge centre and network to fight against intellectual property rights infringement.
  - (c) To map the laws and rules regarding enforcement of intellectual property rights in the various countries as well as the structures of the national enforcement bodies which can be used.
  - (d) To provide general information about national intellectual property laws, contact information of enforcement agencies, and intellectual property attorneys experienced in enforcement issues.
  - (e) To support and advise Members in taking legal action in case of any infringement of the intellectual property rights of those Members.
  - (f) To establish a set of best practices for intellectual property protection and intellectual property rights enforcement for the countries that the Members are based in.
  - (g) To perform general surveys for infringements relating to intellectual property and seed law and use the results of these surveys to improve

general awareness.

- (h) To act as a mediator between the owner of the intellectual property rights and the infringer.
- (i) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them provided that nothing shall be done solely for profit. The Company may without prejudice to the generality of the foregoing:
  - (i) Apply to any governmental or regulatory authorities or other public bodies or to corporations, companies, or persons for, and to accept, grants of money, land, donations, gifts, subscriptions, contracts, rights, privileges, concessions, and other assistance for promoting the objects of the Company and to conform to any proper conditions upon which such grants and other payments may be made.
  - (ii) Establish, promote, co-operate with, become a member of, act as or appoint or be appointed trustees, agents, or delegates, for control, manage, superintend, or afford financial or other bodies incorporated for the purposes of the Company.
  - (iii) Purchase, build, take on lease or in exchange, hire or otherwise acquire any real or personal property, and in particular any land, buildings, workshops, factories, laboratories, machinery, plant, apparatus, appliances and any rights or privileges necessary or convenient for the purposes of the Company and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company and to manage, develop, sell, demise, let, lend, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company.
  - (iv) Pay all expenses, preliminary or incidental to the formation of the Company and its registration.
  - (v) Undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects.
  - (vi) Receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be for the purposes of the Company.
  - (vii) Draw, make, accept, endorse, discount, negotiate, execute, and issue bills of exchange, promissory notes and other negotiable or transferable instruments for the purposes of the Company.
  - (viii) Invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments, securities, or property and in such manner as may

be determined by the Company for the purposes of the Company.

- (ix) Establish, promote, or assist in establishing or promoting and to subscribe to or become a member of any other association, company, foundation, or institution whose objects are similar to the objects of the Company or the establishment or the promotion of which may be beneficial to the Company for the purposes of the Company.
- (x) Make grants of money for providing or paying for items services or facilities.
- (xi) Employ or appoint consultants, professional or otherwise whether or not remuneration, costs or fees paying terms for the purpose of giving effect or better giving effect or attaining the above objects or any of them.

Provided that where the Company takes or holds any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

- 7. The Company will not have any political affiliations. *Company is apolitical.*
- 8. The Company will consist of the following: *Make-up of the Company.*
  - (a) the Members;
  - (b) the Board;
  - (c) the Executive Director;
  - (d) the Company Secretary;
  - (e) the Committees;
  - (f) the Sub-Committees; and
  - (g) ad-hoc bodies, technical committees, working groups, and consultation panels that may be formed by the Members or the Board from time to time.
- 9. The model constitution(s) prescribed under the Act will not apply to the Company, except to the extent the same are repeated or contained in this Constitution or incorporated by reference to the title of the model constitution or the numbers of the particular regulations of the model constitution. *Exclusion of model constitution.*

#### INTERPRETATION

- 10. In this Constitution, if not inconsistent with the subject or context, each of the words standing in the first column of the Table immediately below will bear the meaning set opposite it in the second column thereof: *Interpretation.*

#### WORDS

#### MEANINGS

“Act”	The Companies Act 1967 or any statutory modification, amendment or re-enactment thereof for the time being in force or any and every other act for the time being in force concerning companies and
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affecting the Company and any reference to any provision of the Act is to that provision as so modified, amended or re-enacted or contained in any such subsequent Companies Act.

<b>“Auditor”</b>	An auditor of the Company as may be appointed from time to time.
<b>“Board”</b>	The board of Directors comprising of such number of Directors as have authority to pass a Board resolution and if the Company has only one Director, the reference in this Constitution to the Board is a reference to that one Director.
<b>“Business Day”</b>	A day which is not a Saturday or Sunday or bank or public holiday in Singapore.
<b>“Chairman”</b>	The chairman of a General Meeting whose appointment will be determined according to the sequence set out in Regulation 41.
<b>“Committee”</b>	A committee of the Company.
<b>“Company”</b>	The abovenamed company by whatever name from time to time called.
<b>“Confidential Information”</b>	Has the meaning assigned to it in Regulation 142.
<b>“Constitution”</b>	This constitution of the Company, as amended from time to time.
<b>“Director”</b>	A director of the Company, including any person duly appointed and acting for the time being as an alternate director.
<b>“Electronic Communication”</b>	<p>Communication transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person):</p> <p>(a) by means of a telecommunication system; or</p> <p>(b) by other means but while in an electronic form,</p> <p>such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form.</p>
<b>“Executive Director”</b>	The executive director of the Company as appointed pursuant to Regulation 105.
<b>“Financial Guidelines and Procedures”</b>	The financial guidelines and procedures of the Company, in particular regarding financial management and audit procedures.
<b>“Founding Member”</b>	Has the meaning assigned to it in Regulation 5.
<b>“General Meeting”</b>	A formal meeting of the Members or a class of Members, as the case may be, called and regulated

according to this Constitution and the Act.

<b>“Group”</b>	In relation to a Member, means such Member and such Member’s related corporations.
<b>“legible form or permitted alternative form”</b>	<p>(a) in a form (such as a paper document) that is legible before being sent or otherwise supplied and does not change form during that process; or</p> <p>(b) in another form that:</p> <p>(i) is currently agreed between the Company and the person as a form in which the thing may be sent or otherwise supplied to the Company; and</p> <p>(ii) is such that the documents sent or supplied in that form can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form.</p>
<b>“Member”</b>	A person who has Membership.
<b>“Membership”</b>	Full or associate membership in the Company.
<b>“Month”</b>	Calendar month.
<b>“Office”</b>	The registered office of the Company for the time being.
<b>“President”</b>	The president of the Company.
<b>“Region”</b>	The Asia-Pacific region that includes the area west of the International Date Line, west to Turkey and Israel, south to Yemen, south-east to New Zealand, following the International Date Line north to Japan, including all the Pacific Islands, and north-west following the Russian border, or such area as may be defined by the Board from time to time.
<b>“Register of Members”</b>	The register of Members to be kept pursuant to Section 190 of the Act.
<b>“Representative”</b>	An individual nominated by a Member and so nominated in the Company’s membership database.
<b>“Seal”</b>	The Common Seal of the Company or in appropriate cases the Official Seal or duplicate Common Seal.
<b>“Secretariat”</b>	The Executive Director and the staff of the Company.
<b>“Secretary”</b>	Any secretary appointed under this Constitution and including any person entitled to perform the duties of secretary temporarily.
<b>“Singapore”</b>	The Republic of Singapore.

<b>“Sub-Committee”</b>	A sub-committee of the Company.
<b>“Third Party”</b>	A person who is not a Member.
<b>“Treasurer”</b>	The treasurer of the Company.
<b>“US\$”</b>	US Dollars.
<b>“Vice-President”</b>	The vice-president of the Company.
<b>“writing”</b>	Includes printing, lithography, typewriting, and any other mode (electronic or otherwise) of representing or reproducing words in a visible form.
<b>“Year”</b>	Calendar year.

Any other defined term that is used in this Constitution and not defined herein has the meaning assigned to it in the Act.

Words denoting the singular number include the plural and vice versa.

Words denoting the masculine gender include the feminine and neuter genders.

Words denoting persons include corporations and limited liability partnerships.

Save as aforesaid, any word or expression used in the Act and the Interpretation Act 1965 will, if not inconsistent with the subject or context, bear the same meaning in this Constitution.

The headnotes and marginal notes are inserted for convenience only and will not affect the construction of this Constitution.

Each numbered section of this Constitution is termed a Regulation.

### **MEMBERSHIP**

11. The Company shall have at least one Member. *Number of Members.*
12. There are two categories of Members: full Members and associate Members. *Types of Members.*
  - (a) Full Membership of the Company shall be open to all companies that are active in research, breeding, production, marketing, the distribution of vegetable seeds, and doing their business in the Region.
  - (b) Associate Membership of the Company shall be open to any entity that can make a valuable contribution with respect to the purpose and objects of the Company as the Board may determine in its sole discretion.
13. The Members will be: *Identity of the Members.*
  - (a) Members as listed in the Register of Members from time to time; and
  - (b) Such other persons as the Board may admit to Membership of the Company.
14. Any application for Membership must be submitted in writing and addressed to the Board. Such application must be accompanied by such information as may be required by the Board, and the Board shall acknowledge receipt of such *Applications for Membership.*

application.

15. If an applicant for Membership has caused or is deemed to have caused harm to any of the Company's objectives, is determined by the Members or the Board to be reasonably likely to cause harm to any of the Company's objectives, or provides any information which appears not to be complete, accurate, or truthful, the application may be refused, or if such Membership has already been granted such Membership may be terminated in accordance with Regulation 28(e). *Grounds of refusal of application for Membership.*
16. All applications for Membership will be considered by the Board. The Board shall have the sole and absolute discretion to approve or refuse any application for Membership, and the decision of the Board will be final and binding. The Board is not required to state their reasons for their decisions. *Consideration of Membership applications.*
17. Following the Board's acceptance or refusal of an application for Membership, the Executive Director shall notify the applicant of such acceptance or refusal in writing. If the application is accepted, the applicant shall pay a one-year Membership fee based on the Membership category that the applicant falls under. Upon receipt of such fees, the Executive Director shall inform the applicant that its Membership has taken effect. No applicant will be entitled to exercise any rights or privileges of Membership until such applicant's Membership has taken effect in accordance with this Regulation. *When Membership commences.*
- 17A. For Founding Members, their Membership commences from the Company's incorporation date. On or before the Company's incorporation date or such later date as decided by the Company in its sole discretion, each Founding Member shall pay a three-year Membership fee for the Membership category that it falls under at the date of the Company's incorporation. This three-year Membership fees for the Founding Members are fixed and the Founding Members are not entitled to a refund of the three-year Membership fee for any reason whatsoever. After the expiry of the third year of the Founding Members' Membership, the Founding Members shall pay an annual Membership fee for the relevant Membership category that it falls under. *Founding Members' Membership*
18. The amount of the annual Membership fees will be recommended by the Board and approved by the full Members voting at an Annual General Meeting. The Board shall cause such duly approved fees to be published on the Company's website. Currently, the Membership fees for each Member varies depending on the Member's annual sales figure in the Region and the categories are as follows: *Membership fees.*
- (a) Category A: An annual Membership fee of US\$15,000.00 for Full Membership whose value of annual vegetable seed turnover in the Region for the year immediately preceding the Membership year exceeds US\$50 million;
  - (b) Category B: An annual Membership fee of US\$10,000.00 for Full Membership whose value of annual vegetable seed turnover in the Region for the year immediately preceding the Membership year is at least US\$15 million but not more than US\$50 million;
  - (c) Category C: An annual Membership fee of US\$5,000.00 for Full Membership whose value of annual vegetable seed turnover in the Region for the year immediately preceding the Membership year is below US\$15 million; and
  - (d) Associate member: An annual Membership fee of US\$4,000.00.
19. The Board may vary the amount of the annual Membership fees without first seeking the approval of the Members at an Annual General Meeting, provided *Board may vary fees.*

that the decision of the Board does not result in a significant increase of such fees, and such decision of the Board is duly notified to the Members and ratified by them at a General Meeting or the next Annual General Meeting.

20. The Board may, at its discretion, temporarily exempt any Member from paying fees and dues owed to the Company. *Board may exempt Members from paying fees.*
21. Any fees that are to be paid to the Company shall be paid in US\$ unless alternative arrangements have been made with the Executive Director. *Currency of fees.*
22. Each Member shall appoint a Representative and an alternative Representative. *Members to appoint Representatives.*
23. The Board shall formulate requirements concerning the conditions for Membership from time to time. *Board shall formulate conditions for Membership.*
24. Members are admitted to the Company in their professional capacity. *Members admitted in professional capacity.*
25. No one seeking to be admitted as a Member to the Company in a political capacity will be admitted as a Member to the Company. *Members to be apolitical.*
26. Each Member shall ensure that the information provided by it to the Company during the time of its Membership application remains accurate by notifying the Executive Director in writing of any changes thereto. Failure to make such update notifications may lead to its Membership being terminated in accordance with Regulation 28(e). *Members to update particulars in the event of change.*
27. The privileges of a Member are not transferable and shall cease on termination or on the death of the individual Members or in the case of a corporation, statutory body or society on their liquidation or deregistration. *Membership not transferable.*
28. Membership may be terminated in accordance with the following: *Termination of Membership.*
- (a) Any Member may resign from being a Member by giving written notice to the Executive Director. The termination shall take effect on the date of receipt of the same by the Company or the date of termination stated in the notice (if there is one).
  - (b) Any Member who fails to pay the annual Membership fee within 90 days of such fee becoming due shall have its Membership rights suspended until full payment of such fee is made. If the fees and/or dues of any Member remain unpaid for a period longer than 12 months, the Board may give notice to that Member of the termination of its Membership status and the termination will take effect at the end of the Company's financial year in which such notice was given. The Member will still be liable for the Membership fees up until the effective date of that Member's termination.
  - (c) Any Member who fails to fulfil any of its obligations prescribed in this Constitution may be suspended from Membership (i.e. to have all its benefits of Membership, including but not limited to its rights of Membership under Regulations 31 or 32, suspended) in the Company by decision of the Board, and may eventually be expelled in accordance with sub-paragraph (e) of this Regulation.
  - (d) If any Member becomes insolvent or passes or attempts to pass a

resolution for its winding up, or has a judicial manager appointed over it or petition for the appointment of a judicial manager appointed over it, the Board may give a written notice to such Member informing it of the immediate termination of its Membership.

- (e) The Board may expel a Member for any of the following:
- (i) the Member engaging in dishonourable conduct;
  - (ii) the Member providing untruthful information at the point of applying for Membership;
  - (iii) the Member providing untruthful information at the point of notifying the Company of any changes to its Membership details;
  - (iv) the Member failing to update or notify the Company of any changes to its particulars previously registered with the Company; or
  - (v) on the recommendation of the Board, at least two-thirds of the full Members deeming the Member's continued Membership detrimental to the Company,

In this regard, the Board shall hold a hearing on such expulsion prior to voting. The Executive Director shall give notice to the Member facing expulsion at least 30 days prior to the date of the hearing. If the Member facing expulsion is not present at the hearing by its representative or proxy, the Board may still vote on a resolution to expel the Member as if it were present. The Executive Director shall send notice of the Board's final decision to all Members after sending notice of the same to the Member facing expulsion.

29. If a Member's Membership is terminated under Regulation 28, the Membership fee that the Member has paid will not be refundable and the Member shall not make any claim for the refund of such Membership fee. If the Member has not paid its Membership fee, the Member shall pay its Membership fee to the Company within 7 days from the date of its Membership termination. *Membership fees not refundable.*
30. A Member who has its Membership terminated under Regulation 28 will not have any claim or right against the Company's assets, information, accounts, files, or any other property of the Company and the Member shall cease to use all confidential information received from the Company, return to the Company all confidential information, and will not be entitled to receive any information in relation to the Company's operations. *Effect of termination of Member.*
31. Each full Member, in accordance with this Constitution and resolution of the Company in General Meeting, may: *Rights of full Members.*
- (a) attend General Meetings, other meetings, seminars, and conferences that may be called by the Company;
  - (b) vote at General Meetings provided that the total number of votes of a Group which the Member is related to must not be more than 25% of the total voting rights of the Company;
  - (c) propose a Representative for the position of Director;
  - (d) appoint a Representative to represent it at meetings of Committees and Sub-Committees;

- (e) request and obtain information on matters that concern it, including guidelines for obtaining technical assistance and collaboration in the pursuit of its activities;
  - (f) receive publications and other information distributed by the Company; and
  - (g) participate in training and related activities organised by the Company.
32. Each associate Member, in accordance with this Constitution and resolution of the Company in General Meeting, may: *Rights of associate Members.*
- (a) be given notice of General Meetings and attend General Meetings in an advisory role, other meetings, seminars, and conferences that may be called by the Company but will not have any right to vote at such General Meetings;
  - (b) be represented at meetings of Committees and Sub-Committees;
  - (c) request and obtain information on matters that concern it, including guidelines for obtaining technical assistance and collaboration in the pursuit of its activities;
  - (d) receive publications and other information distributed by the Company; and
  - (e) participate in training and related activities organised by the Company.
33. Each Member will, in accordance with this Constitution and resolutions of the Company in General Meeting, be obliged to: *Obligations of Members.*
- (a) settle its financial obligations to the Company, including the payment of its annual Membership fees;
  - (b) collaborate in forming committees under the Company;
  - (c) provide reasonable information promptly, when requested by the Company, if the provision of such information is not contrary to any law or regulation of the jurisdiction in which he is based;
  - (d) undertake any assignments that may be mutually agreed to between the Members;
  - (e) collaborate, in general, with the Company in fulfilment of the Company's objectives and activities; and
  - (f) co-operate and work together with the leadership of the Company, except if such co-operation and working together is in conflict with any law or regulation of the jurisdiction in which he is based,
- failing which such Member's Membership may be suspended or terminated in accordance with the provisions of Regulations 28(c) or 28(e).
34. Any changes to the Member's particulars must be notified in writing to the Executive Director by either the president, director, head, or general manager of that Member organisation, or a person duly authorised and delegated by that Member organisation to log-in to the Company's Membership database to update such information. *Notification process for changes to Member's particulars.*
35. A Member whose Membership has been terminated either of its own accord or *Terminated Member*

by the Board shall forfeit all claim to the rights and privileges as a Member thereof and shall cease to be a Member. *forfeits all claims to rights and privileges.*

36. The Company may make recommendations for the action of the Members where such action pertains to the achievement of the Company's objectives as stated in this Constitution. *Company may make recommendations to Members.*

### GENERAL MEETING

37. The President shall request the Executive Director to announce the holding of a General Meeting not less than four weeks before its intended date by sending a notice of such General Meeting, along with the provisional agenda therefor, to each Member. If the Board determines that the General Meeting needs to be held urgently, the notice period may be reduced to such time as is reasonably necessary provided that such notice period is at least seven days and the notice of such General Meeting will include the Board's justification of such urgency. *Notice of General Meeting.*
38. The time and place of any General Meeting will be determined by the Board. *Time and place.*
39. The Executive Director shall prepare, and the Board shall ratify, the provisional agenda for each General Meeting. *Provisional agenda.*
40. All Members shall notify the Executive Director of their respective representatives at least 7 days before any General Meeting. If no such notification is received in respect of a Member, that Member's representative will be deemed to be one of the two Representatives previously nominated by the Member and so registered in the Company's Membership database. *Representatives for the General Meeting.*
41. Each General Meeting will be presided over by a Chairman, whose appointment will be determined according to the following sequence: *Chairman.*
- (a) the President;
  - (b) the Vice-President;
  - (c) the Treasurer; and
  - (d) a chairperson nominated by the Board.
42. Subject to Regulation 31(b), each full Member present at the General Meeting (including the President, or the Vice-President acting as President) will have one vote. *Voting at General Meeting.*
43. Voting at each General Meeting shall be in accordance with the applicable rule of simple majority. *Simple majority required.*
44. Subject to Regulation 45, attendance by 25% of the full Members will constitute a quorum for a General Meeting. *Quorum for General Meeting.*
45. If within half an hour from the time appointed for the General Meeting a quorum is not present, the President (or the chairperson for the General Meeting) may discontinue the General Meeting and reconvene it 30 minutes later, after which those full Members present during the reconvened General Meeting will be considered as forming the quorum therefor. *Adjournment if quorum not present.*
- (a) No notice of any such adjournment as aforesaid is required to be given to the Members.

46. The quorum for a General Meeting may from time to time be changed by the proposal of the Board and approved by the Members in General Meeting, with such new quorum to be in force starting with the next General Meeting. *Quorum may be amended.*
47. A Member may participate in a General Meeting via tele or video conferencing or any other mode by which all participants at the meeting can hear and be heard by all other participants without having to be physically present and participation in this manner constitutes being present in person. *Meetings by tele or video conferencing.*
- (a) The Members participating in any such General Meeting will be counted in the quorum for such meeting and provided there is a quorum at all times during such meeting, all resolutions agreed by the Members in such meeting are considered as effective as a resolution passed at a physical General Meeting.
- (b) A General Meeting conducted via tele or video conferencing or other similar mode is deemed to be held at the place agreed upon by the Member attending the meeting.
- (c) Minutes of the proceedings at a General Meeting by tele or video conferencing are sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be correct minutes by the chairman of the General Meeting. The provisions of this Constitution in respect of General Meetings will so far as they are applicable apply to a General Meeting by tele or video conferencing.
48. Members may pass resolutions by written means for any matter (including anything required to be done by the Company in General Meeting) in accordance with and subject to the provisions of Sections 184A to 184F of the Act. *Resolutions in writing.*

For the purpose of this Regulation, a Member will have formally agreed to a resolution if the document received from the Member, its designated representative, or its proxy:

- (a) is in legible form or a permitted alternative form;
- (b) indicates that the Member has agreed to the resolution;
- (c) includes the text of the resolution or refers to the resolution being agreed to and the Member, its designated representative or its proxy had a legible text of the resolution before signing that document; and
- (d) such agreement is indicated before the expiry of the period of 28 days beginning with the date on which the written resolution is circulated to the Members.

Such resolution in writing may consist of several documents each signed by one or more Members.

Notwithstanding anything in the Act, where the Company has only one Member, a resolution may be passed by that Member recording the resolution and signing the record.

49. Subject to any provision in the Act to the contrary and Regulation 137, each resolution at a General Meeting will be passed by a simple majority of the Members present and voting at such General Meeting. *Passing resolutions at a General Meeting.*

### ANNUAL GENERAL MEETINGS

50. The Company shall hold its Annual General Meeting once every year, subject to the provisions of the Act. *Annual General Meeting.*
51. At each Annual General Meeting, the Members shall: *Proceedings at the Annual General Meeting*
- (a) consider the report of the President on the activities of the Company since the previous meeting;
  - (b) consider and approve the financial reports, including the budget, as presented by the treasurer, and appoint the auditor for the following year;
  - (c) ratify the annual Membership fee payable by the Members, as proposed by the Board, if deemed necessary;
  - (d) elect, from amongst themselves, up to five Members to the Board, which will be composed in accordance with Regulation 69;
  - (e) subject to the provisions of the Constitution, approve rules or procedures for convening its meetings, a quorum, voting procedures, and dissemination of its reports, if deemed necessary;
  - (f) approve position papers as proposed by the Board;
  - (g) consider and take action on all other matters presented by the Board; and
  - (h) fix a time and place for the next General Meeting.
52. The provisional agenda for each Annual General Meeting will consist of the following: *Provisional agenda.*
- (a) adopting the agenda;
  - (b) reporting on the activities of the Company during the previous year, and activities planned for the next year;
  - (c) reporting on the financial affairs of the Company, including the circulation of an audited statement of accounts for the previous year;
  - (d) proposing the budget for the next year;
  - (e) making changes to the annual Membership fee for the Company (as proposed by the Board), if any;
  - (f) electing Members to the Board, if required;
  - (g) proposing amendments to the Constitution, if any;
  - (h) determining new criteria for the admission of Members, if any;
  - (i) reporting on the activities of technical and other committees, if any;
  - (j) arranging for the auditing of the financial report of the following year, including the appointment of the Auditor;
  - (k) fixing the time and place of the next General Meeting; and
  - (l) considering any other items, with the permission of the Chairman.

53. If the Members are unable to fix a time and place for the next Annual General Meeting to be held, the President shall, in consultation with the Board, fix a time and place for such Annual General Meeting to be held. *Time and place for next Annual General Meeting.*

#### EXTRAORDINARY GENERAL MEETINGS

54. All General Meetings other than Annual General Meetings will be called Extraordinary General Meetings. *Extraordinary General Meeting.*
55. The President may call for an Extraordinary General Meeting at:
- (a) the direction of the Board; or
  - (b) the request of a number of full Members representing not less than 25% of the total number of full Members.
- Conditions for calling an Extraordinary General Meeting.*
56. The Board shall set the agenda, time, and place for each Extraordinary General Meeting. *Agenda, time, and place.*
57. The provisional agenda for each Extraordinary General Meeting will consist of only the special item for which the Extraordinary General Meeting was called. *Provisional agenda.*

#### VOTES OF MEMBERS

58. Every full Member is entitled to vote and may vote by way of its designated representative or by proxy and on a show of hands every person present who is a designated representative or proxy of a voting Member shall have one vote. If a simple majority of the Board approves, the Members may vote electronically. *Vote entitlement.*
59. Subject to the provisions of this Constitution, each full Member may be present and vote at any General Meeting either by its designated representative or by proxy. *Right to vote.*
- No Member will be entitled to vote at any General Meeting unless all sums presently payable by it to the Company, including but not limited to Membership fees, have been paid.
60. No objection may be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered and every vote not disallowed at such General Meeting will be valid for all purposes. Any such objection made in due time will be referred to the chairman of the General Meeting whose decision will be final and conclusive. *Objections.*
61. On a poll, votes may be given either by proxy or by that Member's representative and a person entitled to more than one vote need not use all its votes or cast all the votes it uses in the same way. *Votes on a poll.*
62. An instrument appointing a proxy must be in writing and must be either under the common seal or by an officer on behalf of the corporation or the limited liability partnership, and the Board may require evidence of the authority of any such officer. *Appointment of proxies.*
63. A Member's proxy must be an employee or officer of that Member. *Member's proxy must be an employee or officer of that Member.*
64. An instrument appointing a proxy or the power of attorney or other authority, if any, must be left at the Office or such other place (if any) as is specified for the *Deposit of proxy instruments.*

purpose in the notice convening the General Meeting not less than 24 hours before the time appointed for the holding of the General Meeting to which it is to be used, and in default will not be treated as valid.

65. An instrument appointing a proxy must be in the following form with such *Form of proxy* variations, if any, as circumstances may require or in such other form as the Board *instruments.* may accept:

“SEED INNOVATION & PROTECTION INITIATIVE, ASIA PACIFIC LTD.

We, \_\_\_\_\_ of  
 \_\_\_\_\_ a  
 Member/Members of the abovenamed Company hereby appoint  
 \_\_\_\_\_ of  
 \_\_\_\_\_ or whom failing  
 \_\_\_\_\_ of  
 \_\_\_\_\_ to vote for us and  
 on our behalf at the [Annual, Extraordinary or Adjourned, as the case may be] General  
 Meeting of the Company to be held on the day of and at every adjournment thereof.

We confirm that we have obtained the consent of the proxy to disclose his personal data in relation to his appointment as proxy.

Dated this \_\_\_ day of \_\_\_\_\_ “

An instrument appointing a proxy will, unless the contrary is stated thereon, be valid as well for any adjournment of the General Meeting as for the General Meeting to which it relates and need not be witnessed.

66. A vote given in accordance with the terms of an instrument of proxy (which for the purposes of this Constitution also includes a power of attorney) will be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy, provided that no intimation in writing of such death, insanity, or revocation has been received by the Company at the Office (or such other place as may be specified for the deposit of instruments appointing proxies) before the commencement of the General Meeting or adjourned General Meeting at which the proxy is used. *Intervening death or insanity of principal not to revoke proxy.*
67. Any corporation or a limited liability partnership which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of Members and the person so authorised may exercise the same powers on behalf of the corporation or limited liability partnership as the corporation or limited liability partnership (as the case may be) could exercise if it were an individual Member. *Corporations acting by representatives.*

#### **DIRECTORS AND PROCEEDINGS OF DIRECTORS**

68. Subject to the other provisions of Section 145 of the Act the number of the Directors, all of whom must be natural persons, must not be less than three and not more than five. The first Directors of the Company is/are: *Number of Directors.*
- (a) Koh Teck Wah;  
 (b) Harry Singh; and  
 (c) Mary Ann Sayoc.
69. Subject to any decision of the full Members made to the contrary, the Board will manage the Company. Each Director will be a Representative of a full Member. The Executive Director will serve as an *ex officio* member of the Board. For the avoidance of doubt, the Executive Director will not count towards the maximum *Composition of Company.*

of 5 Directors.

70. The Board shall meet at least once a year, although it should meet preferably at least thrice a year. The person chairing each Board meeting will be determined according to the following sequence: *Number of meetings and identity of chairperson.*
- (a) the President;
  - (b) the Vice-President;
  - (c) the Treasurer; and
  - (d) a chairperson nominated by the Directors present at such meeting.
71. The Executive Director, as instructed by the President, shall for each Board meeting issue an invitation to the Directors not fewer than 10 days before such Board meeting. Such invitation must include the provisional agenda of such Board meeting, any reports and other documents pertaining to such provisional agenda. *Invitation to Board meeting.*
72. Attendance by a simple majority of the Directors will constitute a quorum for a Board meeting. If a quorum is not present, the President (or the chairperson for the Board meeting) may discontinue the Board meeting and reconvene it 30 minutes later, after which those Directors present during the reconvened Board meeting will be considered as forming the quorum therefor. *Quorum for Board meeting.*
73. Each resolution at a Board meeting will be passed by a simple majority of the Directors present and voting at such Board meeting. In the case of an equality of votes, the chairperson for the Board meeting will have a second or casting vote. *Simple majority required.*
74. Each Director shall observe the provision of Section 156 of the Act relating to the disclosure of the interests of such Director in transactions or proposed transactions with the Company or of any office or property held by a Director which might create duties or interests in conflict with his duties or interests as a Director. Subject to such disclosure, a Director may vote in respect of any transaction or arrangement in which he is interested and he will be taken into account in ascertaining whether a quorum is present. *Disclosure of interests.*
75. Where a conflict of interest arises at a Board meeting, the Director or director of the Company concerned should not vote on the matter nor participate in discussions. The Director concerned should excuse himself from the meeting. *Director with conflicting interests.*
76. Each Director shall serve on the Board for a maximum term of six years. *Term of Directors.*
77. The office of a Director will be vacated in any one of the following events: *Vacation of office of Director.*
- (a) he becomes prohibited or disqualified from being a Director by reason of any order made under the Act;
  - (b) he ceases to be a Director by virtue of any of the provisions of the Act, this Constitution, or any applicable law or order;
  - (c) he becomes bankrupt or suspends payments or compounds with his creditors generally;
  - (d) he becomes mentally disordered or incapable of managing himself or his affairs or becomes a person whose person or estate is liable to be dealt with in any way under the law relating to mental capacity;
  - (e) subject to the Act, he resigns his office by notice in writing to the

Company or by such other means of electronic communication as may be provided by this Constitution;

- (f) he is deemed to be unable to carry out his duties as a Director as determined in Regulation 78; or
  - (g) he is requested in writing by all his co-Directors to resign.
78. If a Director is deemed unable to carry out his duties as a Director, the Board shall, with the recommendation of the President, and after providing the Director in question a reasonable opportunity to be heard, decide whether or not to remove the Director in question from the Board. In the event a Director is removed from the Board under this Regulation, the resulting vacancy in the Board shall be filled in accordance with the procedure set out in Regulation 79. A Director may be deemed unable to carry out his duties as a Director in circumstances including, but not limited to:
- (a) his failure to attend three consecutive meetings of the Board;
  - (b) his no longer being able to represent the organisation for which he was appointed to the Board;
  - (c) his failure to participate in activities in the Company, in the discretion of the President; or
  - (d) his, or his organisation, bringing the Company into disrepute.
79. Any vacancy occurring on the Board as a result of a Director no longer being able to represent the Member under which he was elected to the Board, otherwise than by that Director's completion of his term as a Director, may be filled for the remaining term by the Board appointing another Representative nominated by the same full Member of which the out-going Director represented. *Filling a vacancy on the Board.*
80. A Director who becomes a Representative of a different organisation to the one he initially represented may retain his position on the Board if: *Director becoming a Representative for a different Member.*
- (a) the Board is satisfied that such Director was capable of holding such a position based on the criteria set at the time of his election to the Board;
  - (b) the organisation originally represented by such Director does not wish to nominate a replacement to the Board;
  - (c) the organisation originally represented by such Director releases such Director from his obligation of representing it on the Board;
  - (d) the new organisation to be represented by such Director is a Member with full Membership as the organisation originally represented by such Director;
  - (e) the new organisation to be represented by such Director agrees to be represented by such Director in the Board; and
  - (f) the new organisation to be represented by such Director agrees to support such Director in his role as a Director.
81. Each Director should be a duly designated Representative of an active full Member. *Criteria for Directors.*
82. The election procedure for a Director shall be as follows: *Election procedure for Board.*

- (a) The Executive Director will call for candidates outlining the vacancy, including the details of expertise that would be of value to the Company, as proposed by the sitting Board. Such call must be made by the Executive Director not later than 120 days prior to the Annual General Meeting or an Extraordinary General Meeting called for the purpose of electing such Director.
  - (b) Candidates shall submit their application for candidacy using a signed nomination form prescribed by the Board. All candidates shall be nominated and seconded by a Member whose Membership is in the same Membership category as that of the candidate. Nominations must be received 90 days before the scheduled General Meeting at which the election is to take place.
  - (c) The Board shall ratify the candidates that it deems suitable to become Directors, and only candidates who have received such ratification may stand for election.
  - (d) The candidates ratified by the Board will be presented by the Board as potential Directors to the Members at the General Meeting at which the election is to take place.
  - (e) If there is only one ratified candidate, the Members shall vote on his appointment to the Board by a show of hands or if a simple majority of the Board approves, the Members may vote by electronic or any other means.
  - (f) If the Members disagree to the appointment of any single candidate ratified by the Board, the position on the Board for which that single candidate was running for will remain vacant until the next General Meeting at which another election to fill that position may be convened.
  - (g) If there is more than one ratified candidate, the Members shall vote via secret ballot or if a simple majority of the Board approves, the Members may vote by electronic or any other means.
83. The election of the President, Vice-President, or Treasurer to his respective role will take place by the candidate therefor indicating his candidacy at the Board meeting convened for such election. Voting is to take place by a show of hands, but a secret ballot may be convened should the majority of the Directors so request. For the avoidance of doubt, all Directors (save for the Executive Director, who serves as an *ex officio* member of the Board) are eligible to vote in such election. On the incorporation of the Company, the Board shall, as soon as practicable, hold a meeting to determine the Directors who will be appointed as President, Vice-President, and Treasurer. *Election of President, Vice-President, and Treasurer.*
84. Vacancies occurring in the positions of the President, Vice-President, or Treasurer before the cessation of the term to which such outgoing President, Vice-President or Treasurer was elected will be filled by the Board under the procedure stated in Regulation 83 above. A person so appointed shall serve as President, Vice-President, or Treasurer (as the case may be) for the remainder of the term to which the outgoing President, Vice-President, or Treasurer was elected. *Vacancy in the roles of President, Vice-President, or Treasurer.*
85. If all the Directors wish to step down en bloc, the outgoing Board shall hold an Extraordinary General Meeting to elect new members to the Board. Candidates for such election will be called and proposed in accordance with the steps set out in Regulations 82(a) to 82(b) above, and such election will be done via secret ballot or if a simple majority of the Board approves, such election may be conducted by electronic or other means. Directors so appointed shall serve a full term. *Where the Board steps down en bloc.*

86. In the first Board meeting held subsequent to an Extraordinary General Meeting convened under Regulation 85, the Directors shall elect the President, Vice-President, and Treasurer. Such Board meeting will be chaired by the Executive Director. After the President, Vice-President, and Treasurer are elected at such Board meeting, the newly-elected President shall immediately take the chair of the meeting. *Election of the President, Vice-President, and Treasurer where the Board is appointed en bloc.*
87. Each Director will be deemed elected in his respective capacities as Representatives of full Members. *Each Director a Representative.*
88. The roles and functions of the Board are as follows: *Roles and functions of the Board.*
- (a) The Board shall establish the Secretariat and appoint the Executive Director.
  - (b) The Board shall exercise due care and diligence and act responsibly towards the Company and its Members.
  - (c) The Board shall direct the activities of the Company. To this end, it shall submit to the Members in General Meeting the necessary reports including:
    - (i) reports on the activities of the Company;
    - (ii) the approved Financial Guidelines and Procedures; and
    - (iii) annual and long-term work programs including budget estimates.
  - (d) The Board shall adopt the rules and regulations as may be necessary or appropriate to conduct the business of the Company, provided that such rules and regulations are not inconsistent with the Constitution.
  - (e) Where applicable, the Board shall authorise the Executive Director to arrange for the adoption of a resolution in writing by corresponding with the Members.
  - (f) The Board may create such other offices and designate officers as may be required under the circumstances, and as may be necessary to promote the objectives of the Company, within the budgetary limits approved by the Members in General Meeting.
89. The Board may for the discharge of the subsidiary functions of the Company under this Constitution, formulate rules and regulations in regard to: *Board may formulate rules and regulations.*
- (a) personnel management, including the recruitment, performance evaluation, promotion, and implementation of disciplinary guidelines in relation to the staff of the Company;
  - (b) financial management, such as the opening and closing of bank accounts, preparation of bank accounts and financial statements, and calculation of travel allowances;
  - (c) procedures to conclude contracts and other formal agreements with other organisations;
  - (d) procedures for the acceptance of donations to the Company; and
  - (e) amendments to such rules and regulations.

90. A resolution in writing or copies thereof signed or approved by letter or telefax or other form of electronic communication by a majority of the Directors will be valid and effectual as if it had been passed at a Board meeting duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors. *Resolutions in writing.*
91. The Directors may participate in a Board meeting via tele or video conferencing or any other mode by which all participants at the meeting can hear and be heard by all other participants without having to be physically present and participation in this manner constitutes being present in person. *Meetings by video/tele-conferencing.*
- (a) The Directors participating in any such Board meeting will be counted in the quorum for such meeting and provided there is a quorum at all times during such meeting, all resolutions agreed by the Directors in such meeting are considered as effective as a resolution passed at a physical Board meeting.
- (b) A Board meeting conducted via tele or video conference or other similar mode will be deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting.

Minutes of the proceedings at a Board meeting by tele or video conferencing are sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be correct minutes by the chairman of the meeting. The provisions of this Constitution in respect of Board meetings will so far as they are applicable apply to a Board meeting by tele or video conferencing.

92. All acts done by any Board meeting or of a committee of the Board or by any person acting as Director will as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote. *Validity of acts of the Board in spite of some formal defect.*

#### **PRESIDENT**

93. The President shall serve for a term of two years or the period from his appointment date to the date of the second Annual General Meeting held subsequent to his appointment as President, which is non-renewable. If the President is no longer able to fulfil his role as President during his term, the incoming President under Regulation 100 will fulfil the outgoing President's term. For the avoidance of doubt, after the President's term as President, he has to retire as a Director. *Term of presidency.*
94. Subject to Regulations 41 and 70, the President will chair all General Meetings and Board meetings. *Duty of President to chair meetings.*
95. The President shall exercise general supervision over the affairs and interests of the Company, and represent the Company in external relations. *General duties of President.*
96. The President shall, with the approval of the Board, appoint advisors (if required) to, and the office-holders of all Committees and Sub-Committees. *Duty of President to appoint advisors and office-holders.*
97. The President shall have the authority to sign all official Company documents, including, without limitation, title deeds and contracts. *President's authority to sign documents.*

### VICE-PRESIDENT

98. The Vice-President shall serve for a term of two years or the period from his appointment date to the date of the second Annual General Meeting held subsequent to his appointment as Vice-President. *Term of vice-presidency.*
99. The Vice-President shall represent the President, and shall have all the powers of the President, in any period of the President's absence. *General duties of Vice-President.*
100. The Vice-President shall succeed the sitting President on the completion of the President's term. In the event that the President can no longer fulfil his role as President, the Vice-President shall automatically assume the role of President and serve for the remainder of the outgoing President's term. After the new President has served the remainder of the outgoing President's term, he will be eligible for re-election in accordance with Regulation 83. *Vice-President to succeed President.*
101. In the event that the Vice-President cannot succeed the President, the Board will elect a President, who need not have acted as Vice-President. *If Vice-President cannot succeed President.*
102. The President and Vice-President must not be Representative of full Members from the same country. *Restriction on identity of President and Vice-President.*

### TREASURER

103. The Treasurer shall serve for a term of two years or the period from his appointment date to the date of the second Annual General Meeting held subsequent to his appointment as Treasurer. Such term may be renewed once, and no one shall serve as Treasurer for more than four years in total. *Term of Treasurer.*
104. The Treasurer shall: *General duties of Treasurer.*
- (a) work with the Executive Director to prepare the budget;
  - (b) work with the Executive Director and the auditor to control and validate the accounts;
  - (c) present the budget and the financial report on behalf of the Board to the Members at a General Meeting;
  - (d) formulate the Company's Financial Guidelines and Procedures from time to time for approval by the Board;
  - (e) ensure that the quarterly financial statements are circulated to the President and Directors, failing which the Executive Director shall assume such responsibility; and
  - (f) submit to the Members the audited statement of accounts, and financial reports on contracts, if any, undertaken by the Company, and the budget estimates for the following fiscal year, failing which the Executive Director shall assume such responsibility.

### EXECUTIVE DIRECTOR

105. The President shall appoint the Executive Director, with the approval of the Board. The Executive Director shall be responsible for executing the general affairs of the Company in accordance with its objectives, rules, and policies, and to perform such tasks and duties as may be determined by the Board from time to time. *General duties of Executive Director.*

106. The Executive Director shall have charge of the management of the Company's assets and the Secretariat, and shall supervise, appoint, and direct staff, and provide assistance to officers and committees of the Company as may be required. *Management of Company's assets and Secretariat.*
107. The Executive Director shall strengthen the involvement of the Members in the Company's activities, provide direction and assistance for the Company's committees, projects and activities as approved and authorised by the Board. *Executive Director to seek involvement of Members.*
108. The Executive Director shall be responsible for: *Administrative duties of the Executive Director.*
- (a) retaining the minutes and records of all meetings of the Company;
  - (b) the growth of the Company's membership and strengthening of the Company's collaboration with other international and regional organisations; and
  - (c) keeping the Company's accounts and financial records, attending to the collection of all fees, dues, additional dues, and providing proper accounting and disbursement of the Company's funds, together with the Treasurer.
109. The Executive Director shall, on behalf of the Board and subject to the Financial Guidelines and Procedures, have the power and authority to: *Financial duties of the Executive Director.*
- (a) employ and discharge the Company's staff, keeping within the budget of approved by the Members;
  - (b) incur expenses in connection with the administration and operation of the Company;
  - (c) collect, receive, and acknowledge financial contributions and place them in appropriate bank accounts on behalf of the Company;
  - (d) open, operate, and close bank accounts in the countries within the Region, or any other countries as approved by the Members, on behalf of the Company provided that the documents for opening, operating, and closing of the bank accounts are signed jointly by the Executive Director and a director authorised by all the members of the Board, and in accordance with procedures that may be laid down by the Treasurer or the Board; and
  - (e) authorise, record and account for all disbursements made by or on behalf of the Company.
110. The Executive Director may, in line with the Financial Guidelines and Procedures, authorise expenditures and disbursements in accordance with the Company's approved budgets and program of work including, but not limited to, the following: *Management duties of the Executive Director.*
- (a) payment of salaries and allowances to staff, if any, employed by the Company;
  - (b) payment of rent on hired property, if any, and expenses incurred in connection with maintenance of immovable and movable property including office equipment, etc;
  - (c) payment of honoraria, travel expenses, and other payments to individuals and institutions for assignments undertaken on behalf of the Company or for services rendered to the Company; and

- (d) payment of any other expenses as directed and approved by the Board.

### **SECRETARY**

111. The Secretary shall in accordance with the Act be appointed by the President (or *Appointment of Secretary.* by the Vice-President if the President is so unavailable) for such term, at such remuneration, and upon such condition as he may think fit, and any Secretary so appointed may be removed by him.

### **COMMITTEES AND SUB-COMMITTEES**

112. The Board shall have the authority to establish Committees and Sub-Committees, *Establishment.* which shall report to the Board.
113. The President, with the approval of the Board, shall be responsible for appointing *Appointment of chairpersons and members.* chairpersons and members of Committees and Sub-Committees.
114. Each Committees and Sub-Committees shall meet at the call of its chairperson. *Chairperson to call meetings.*
115. Each Committees and Sub-Committees shall, within their respective terms of *Scope of work.* reference from time to time approved by the Board:
- (a) conduct programs of interest for the Members;
  - (b) consider and report on relevant subject-matter to the Board; and
  - (c) make recommendations to the Board on positions to be taken by the Company on issues of concern to the Company or the Members, for the Board's approval.

### **AD-HOC BODIES, TECHNICAL COMMITTEES, WORKING GROUPS, AND CONSULTATION PANELS**

116. The Board or the Members, with the recommendation of the Board, may establish *Scope of work.* ad-hoc bodies, technical committees, working groups, and consultation panels subject to the following:
- (a) the establishment of such ad-hoc bodies, technical committees, working groups, and consultation panels shall take place on an exceptional basis, i.e. whenever the Board considers that such action is conducive to facilitating its work;
  - (b) the Board shall examine the administrative and financial implications of such establishment of such ad-hoc body, technical committee, working group, or consultation panel before taking a decision on the establishment;
  - (c) the Board shall define the terms of reference, composition, and duration of the mandate of each ad-hoc body, technical committee, working group, or consultation panel;
  - (d) all ad-hoc bodies, technical committees, working groups, and consultation panels shall report to the Board, which may, depending on the circumstances, in turn report to the Members; and
  - (e) unless otherwise specified, each such ad-hoc body, technical committee, working group, and consultation panel will be dissolved upon the

achievement of the objective for which it was formed.

### FINANCIAL MATTERS

117. The Board shall submit the annual budget of the Company to the Members for approval at each Annual General Meeting. *Approval of annual budget.*
118. The Company's sources of income include, but are not limited to: *Sources of income.*
- (a) the annual Membership fees;
  - (b) advertisements in and subscriptions to publications of the Company;
  - (c) fees charged for attending congresses, seminars, courses organised by the Company, and miscellaneous fees relating thereto; and
  - (d) voluntary contributions from Members, grants, and donations from external organisations and sources.
119. Except for the first Auditor, the Auditor will be proposed by the Board, and appointed by the Members, for a term of one year. Such term may be renewed on a yearly basis in accordance with this Regulation. Upon the incorporation of the Company, the first Auditor will be appointed by the Board. *Appointment of Auditor.*
120. The Auditor's duties will be regulated in accordance with relevant provisions of the Act. The Auditor shall have a right of access at all times to the accounting and other records of the Company and shall make his report as required by the Act. *Auditor's duties.*
121. The Company's accounts shall be audited every year by the appointed Auditor, or otherwise as stipulated by the laws of Singapore. *Audit requirements.*
122. Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment, not qualified for appointment. *Validity of acts of Auditors in spite of some formal defect.*

### PARTICIPATION OF OBSERVERS

123. Persons, or corporate bodies and institutions that are not Members may, upon their written request and the Board's approval thereto, attend meetings of the Company as registered observers. *Certain parties may attend as registered observers.*
124. The President may, at the request of the Members, or the Board, invite regional and international organisations to attend meetings of the Company as registered observers. Notwithstanding the foregoing, the participation of regional and international organisations in the work of the Company shall be governed by the relevant provisions of this Constitution and any resolutions passed by the Members concerning such participation. *President may invite certain parties to attend as registered observers.*
125. All registered observers shall only have the right to attend and observe such meeting he is registered to observe, and will not have any voting rights. *Registered observers have no voting rights.*

### SEAL

126. The President shall provide for the safe custody of the Seal, which must only be used under the authority of the Board, and every instrument to which the Seal is *Custody of Seal.*

affixed must be signed by two Directors (signing in their capacity as directors of the Company); one Director (signing in his capacity as a director of the Company) and the Secretary; or one Director (signing in his capacity as a director of the Company) and some other person appointed by the Board in place of the Secretary for the purpose.

127. The Company may have any number of official Seals and exercise the powers conferred by the Act with regard to having an official Seal for use abroad, and such powers are vested in the Board. *Duplicate Seals.*

#### NOTICES

128. Subject to the Act, the Company may give any notice, communication, or document to any Member in any of the following ways: *Service of notices.*

- (a) by delivering the notice, communication, or document personally to it;
- (b) by sending it by prepaid mail to it at its registered address in Singapore or where such address is outside Singapore by prepaid airmail; or
- (c) by sending a telefax containing the text of the notice, communication, or document to it to its telefax number as might have been notified by the Member concerned to the Company.

129. Subject to the Act, the Company may alternatively give any notice, communication, or document to any Member in any of the following ways in accordance with Sections 387A, 387B, and 387C of the Act: *Service of notice by electronic communication.*

- (a) by sending it using electronic communication to the email address of the Member; or
- (b) by posting such notice, communication, or document on the official website of the Company and giving notice to the Member (whether by email or otherwise) of such posting;

and the Member will be deemed to agree to receive such notice, communication, or document by way of such electronic communication and will not have a right to elect to receive a physical copy of such notice, communication, or document unless he gives written notice to the Company that he wishes to receive a physical copy of such notice, communication, or document within seven days of receiving the notice, communication or document or notice of posting from the Company.

130. If a Member gives written notice to the Company within the prescribed period that he wishes to receive a physical copy of any notice, communication, or document, or if the Act requires that any notice, communication, or document must be sent to Members in physical copy, the Company shall send such notice, communication, or document in physical copy by any of the following means: *Service of notice in physical copy.*

- (a) by delivering the notice, communication or document personally to it;
- (b) by sending it by prepaid mail to it at its registered address in Singapore or where such address is outside Singapore by prepaid airmail; or

by sending a telefax containing the text of the notice, communication or document to it at its registered address in Singapore or where such address is outside Singapore to such address or to any other address as might have been previously notified by the Member concerned to the Company.

### INDEMNITY

131. Every Director, Executive Director, agent, Auditor, Secretary, and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in connection with the Company, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any proceedings relating to negligence, default, breach of duty, or breach of trust. *Indemnity of office holders.*

### WINDING UP

132. The Company may be wound up when a majority of not less than three-fourths of the Members vote in favour of winding up the Company. Such vote on the Company's winding up may be taken at a General Meeting, or may be taken by ballot, with the ballot slips distributed to each Member, and subsequently returned to the Executive Director, via registered mail. *Winding up to be put to a vote.*
133. Where the Company is to be wound up, the Board shall oversee all activities relating to the Company's winding up process. *Board to oversee.*
134. Where the Company is to be wound up, the Members shall share equally in the receipts from the sales of the Company's assets after the settlement of any outstanding liabilities of the Company, and in respect of settling such outstanding liabilities each Member shall contribute, such amount as may be required but not exceeding the latest annual Membership fees due from such Member. *All Members to share equally.*
135. Notice of the winding up of the Company shall be given to the Registrar of Companies within seven days of the passing of the resolution to wind up the Company. *Notice of winding up.*

### DISPUTE RESOLUTION

136. Any dispute arising between Members concerning the interpretation and application of the provisions of the Constitution that cannot be settled between the parties concerned, may be submitted by such parties to the Board. The Board shall investigate the dispute and the Board's decision shall be final. *Disputes relating to Constitution to be referred to the Board.*

### AMENDMENTS TO CONSTITUTION

137. No addition, alteration or amendment may be made to or in the provisions of this Constitution unless the same has been approved by special resolution (being a resolution passed by a majority of not less than three-fourths of the full Members in General Meeting) and such addition, alteration or amendment shall not come into force without the same being registered with the Registrar of Companies. *Changes require special resolution.*
138. Any proposed amendment or modification to the Constitution shall be submitted by the Board, or by at least ten per cent of the full Members, in writing to the President, and such proposed amendment or modification may be adopted by resolution at a General Meeting. *Certain Members can propose amendments.*
139. Subject to the full Members' consent in writing to shorter notice in accordance with the Act, the President shall circulate to all Members all proposals for amendments to the Constitution at least 21 days before such General Meeting convened to pass such amendments. *President to circulate proposed amendments.*
140. No proposal for the amendment of the Constitution is to be included in the agenda of a General Meeting unless notice thereof has been received by the President at *Adequate notice of proposed*

least 30 days prior to such General Meeting.

*amendments must be given.*

141. Any amendments to the Constitution, once adopted, will take immediate effect, and a copy of the amendment and the amended Constitution is to be made available to all Members. *When amendments take effect.*

### CONFIDENTIALITY

142. Each Member will keep confidential any information (the “**Confidential Information**”) relating to: *Confidentiality.*
- (a) the Members, activities, assets, or affairs of the Company; or
  - (b) the customers, business, assets, or affairs of the other Members which they may have or acquire through being a Member or making appointments to the Board or through the exercise of its rights or performance of its obligations under this Constitution.
143. No Member may use for its own business purposes or disclose to any Third Party any Confidential Information without the prior written consent of all the other Members. This Regulation does not apply to: *Use of Confidential Information.*
- (a) information which becomes publicly available (otherwise than as a result of a breach of this Constitution);
  - (b) information which is independently developed by the relevant Member or acquired from a Third Party, to the extent that it is acquired with the right to disclose it;
  - (c) information which was lawfully in the possession of the relevant Member free of any restriction on disclosure;
  - (d) information which following disclosure under this Regulation, becomes available to the relevant Member from a source which is not bound by any obligation of confidentiality in relation to such information;
  - (e) the disclosure of information to the extent required by law or any court of competent jurisdiction, any governmental official or regulatory authority or any binding judgment, order or requirement of any other competent authority;
  - (f) the disclosure of information to any taxation authority to the extent reasonably required for the purposes of the tax affairs of the Member concerned or any of its affiliates; or
  - (g) the disclosure to a Member’s professional advisers of information reasonably required to be disclosed for purposes relating to this Constitution.
144. Each Member shall inform any officer, employee or agent or any professional or other adviser advising it in relation to matters relating to this Constitution, or to whom it provides Confidential Information, that such information is confidential and procure them to keep it confidential and not to disclose it to any Third Party (other than those persons to whom it has already been or may be disclosed in accordance with the terms of this Constitution). *Disclosure to others.*
145. Without prejudice to any other rights or remedies which a Member may have, each Member agrees that damages would not be an adequate remedy for any *Equitable relief.*

breach of Regulations 142 to 144 and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under Regulations 142 to 144.

146. Regulations 142 to 144 will continue in full effect and operation indefinitely on a Member even after such Member ceases to be a Member. *Continuation of confidentiality obligations.*

We, the entities whose names, addresses and occupations are subscribed, are desirous of being formed into a company in pursuance of this Constitution.

<b>Name of Subscriber</b>	<b>Company Registration Number</b>	<b>Address</b>	<b>Occupation</b>	<b>Signature of authorised representative</b>
EAST-WEST SEED INTERNATIONAL	0125543008929	NO. 50/1, VILLAGE NO. 2, SAI NOI-BANG BUA THONG ROAD, SAI NOI SUB-DISTRICT, SAI NOI DISTRICT, NONTHABURI PROVINCE	N.A.	MARY ANN P. SAYOC (Authorised Representative of EAST-WEST SEED INTERNATIONAL appointed pursuant to the authorisation letter dated 19 November 2021)
ENZA ZADEN INDIA PRIVATE LIMITED	U01135PN2012FTC145123	3RD FLOOR, OFFICE NO.301, MARVEL BOULEVARD SANGRIA, NIBM-UNDRI ROAD, MOHAMMADWAD I, PUNE, MAHARASHTRA, 411060	N.A.	SANJAY BISHT (a director of ENZA ZADEN INDIA PRIVATE LIMITED)
KANEKO SEEDS CO., LTD	0700-01-00715	50-12, FURUICHI-MACHI 1-CHOME MAEBASHI CITY, GUNMA 371-8503 JAPAN	N.A.	TAKESHI MIYASHITA (a director of KANEKO SEEDS CO., LTD)
NUNHEMS INDIA PRIVATE LIMITED	U74999TG1995PTC020661	S-196, KANDLAKOYA, MEDCHAL TO MIYAPUR BY PASS ROAD, NEAR RAILWAY GATE, MEDCHAL, HYDERABAD, TELANGANA, INDIA 501403	N.A.	SUSHIL KUMAR KAUSHIK (a director of NUNHEMS INDIA PRIVATE LIMITED)
SAKATA SEED CORPORATION	0200-01-008662	3-1-7 NAGATA HIGASHI, MINAMI-KU, YOKOHAMA	N.A.	ISAO IUCHI (Authorised Representative of SAKATA SEED CORPORATION appointed pursuant to the authorisation

				letter dated 17 November 2021)
SYNGENTA ASIA PACIFIC PTE. LTD.	199707386N	1 HARBOURFRONT AVENUE, #03-03, KEPPEL BAY TOWER, SINGAPORE 098632	N.A.	KOH TECK WAH (a director of SYNGENTA ASIA PACIFIC PTE. LTD.)
TAKII & CO., LTD	1300-01-017950	180 UMEKOJI-INOKUMA, SHIMOGYO-KU, KYOTO, JAPAN	N.A.	TAKAHIRO ANDO (a director of TAKII & CO., LTD.)
VILMORIN & CIE S.A.	377 913 728 R.C.S. Paris	4 QUAI DE LA MEGISSERIE 75001 PARIS	N.A.	BERGER FRANCK ROGER (a director of VILMORIN & CIE)
RIJK ZWAAN INDIA SEEDS PRIVATE LIMITED	29AAFCR06 12R1ZZ	NO 3, SAI SQUARE, 8TH BLOCK, NAGARBHAVI 2ND STAGE, BANGALORE, BENGALURU (BANGALORE) URBAN, KARNATAKA, 560072	N.A.	HARRY SINGH (a director of RIJK ZWAAN INDIA SEEDS PRIVATE LIMITED)
BEJO ZADEN B.V.	006777594	POSTBUS 50, 1749ZH WARMENHUIZEN	N.A.	IGNATIUS AGUNG PRATAMA (Authorised Representative of BEJO ZADEN B.V. appointed pursuant to the limited power of attorney dated 16 November 2021)
ACSEN HYVEG PRIVATE LIMITED	U01407TZ2 009PTC0283 36	NO. 47, CO-OPERATIVE COLONY UPPILIPALAYAM COIMBATORE – 641015 TAMILNADU	N.A.	SENGOTTUVELU SENTHILNATHAN (a director of ACSEN HYVEG PRIVATE LIMITED)

