

THE COMPANIES ACT, NO. 71 OF 2008

(AS AMENDED)

MEMORANDUM OF INCORPORATION

OF

E-Waste Alliance (PBO Reference No. 930051878)

A NON-PROFIT COMPANY WITH MEMBERS

(TRADING AS the “Southern African e-Waste Alliance”)

SAEWA

(‘the Company’)

having as its main object, to provide and grow on a Southern African scale a safe, reliable and equitable service delivery footprint for the collection and treatment (according to Circular Economy principles) of all electronic and electrical waste types for the private and public sector

REGISTRATION NUMBER: (128-494 NPO)

REGISTRATION DATE: 28/09/2013

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1 INTERPRETATION

1.1 IN THIS MEMORANDUM OF INCORPORATION, UNLESS THE CONTEXT CLEARLY INDICATES A CONTRARY INTENTION, THE FOLLOWING WORDS AND EXPRESSIONS BEAR THE MEANINGS ASSIGNED TO THEM AND COGNATE EXPRESSIONS BEAR CORRESPONDING MEANINGS –

- 1.1.1. "**Act**" means the Companies Act, No. 71 of 2008, as amended, consolidated or re-enacted from time to time, and includes all Schedules to such Act and the Regulations;
- 1.1.2. "**Board**" means the Board of directors of the Company;
- 1.1.3. "**Company**" means E-Waste Alliance duly incorporated under the registration number (128-494 NPO), which trades under the name 'Southern African e-Waste Alliance'; (SAEWA)
- 1.1.4. "**Member**" means a member with the rights and capacity relating to a non-profit company as set out in Schedule 1 to the Act, who shall be a voting member, and who shall be a member only if and while they hold office as a director of the Company, and of whom there shall be at least three in number. A reference to "member" in this Memorandum shall therefore be a reference to a director specifically in their capacity and function as a member rather than a director. "Members" shall have a corresponding meaning;
- 1.1.5. "**Memorandum**" shall mean this Memorandum of Incorporation.
- 1.1.6. "**Section**" shall be a reference to a section or subsection of the Companies Act, No 71 of 2008.

1.2 IN THIS MEMORANDUM, UNLESS THE CONTEXT CLEARLY INDICATES OTHERWISE –

1.2.1 words and expressions defined in the Act and which are not defined herein shall have the meanings given to them in the Act;

1.3 IN ANY INSTANCE WHERE THERE IS A CONFLICT BETWEEN A PROVISION (BE IT EXPRESSED, IMPLIED OR TACIT) OF THIS MEMORANDUM AND –

1.3.1 a provision of any members' Agreement, the provision of this Memorandum shall prevail to the extent of the conflict;

1.3.2 an alterable or elective provision of the Act, the provision of this Memorandum shall prevail to the extent of the conflict; and

1.3.2.1 *an unalterable or non-elective provision of the Act, the unalterable or non-elective provision of the Act shall prevail to the extent of the conflict unless the Memorandum imposes on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement, in which event the relevant provision of this Memorandum shall prevail to the extent of the conflict.*

1.3.3 clause headings are for convenience only and are not to be used in its interpretation;

1.3.4 if the due date for performance of any obligation in terms of this Memorandum is a day which is not a business day then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the immediately succeeding business day;

1.3.5 any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the Act and/or the Regulations.

1.3.6 any reference in this Memorandum to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic from time to time.

2 INCORPORATION: JURISTIC PERSONALITY

2.1 THE COMPANY IS A PRE-EXISTING NON-PROFIT COMPANY AS DEFINED IN THE ACT AND, AS SUCH, CONTINUES TO EXIST AS A NON-PROFIT COMPANY, WITH MEMBERS, AS IF IT HAD BEEN INCORPORATED AND REGISTERED IN TERMS OF THE ACT AS CONTEMPLATED IN ITEM 2 OF THE FIFTH SCHEDULE TO THE ACT. THIS MEMORANDUM REPLACES AND SUPERSEDES THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY APPLICABLE IMMEDIATELY PRIOR TO THE FILING HEREOF.

2.2 THE COMPANY IS INCORPORATED IN ACCORDANCE WITH AND GOVERNED BY –

2.2.1 the unalterable provisions of the Act which are applicable to non-profit companies, subject only to such higher standards, greater restrictions, longer periods of time or similarly more onerous requirements as may be imposed on the Company by this Memorandum in relation to such unalterable provisions;

- 2.2.2 the alterable provisions of the Act that are applicable to non-profit companies, subject to the limitations, extensions, variations or substitutions set out in this Memorandum; and
- 2.2.3 the other provisions of this Memorandum.

2.3 IT IS RECORDED THAT THE COMPANY IS REGISTERED IN TERMS OF THE PROVISIONS OF THE NON-PROFIT ORGANIZATIONS ACT OF 1997, AND ACCORDINGLY IS SUBJECT THERETO TO THE FOLLOWING REQUIREMENTS:

- 2.3.1 The sole or principal object of the public benefit organisation is to carry on one or more public benefit activities as defined in section 30(1) of the Income Tax Act (the Act), in a non-profit manner and with an altruistic or philanthropic intent.
- 2.3.2 No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the organisation otherwise than by way of reasonable remuneration.
- 2.3.3 The funds of the public benefit organisation will be used solely for the objects for which it was established.
- 2.3.4 At least three persons who accept fiduciary responsibility for the public benefit organisation, will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation.
- 2.3.5 No funds will be distributed to any person (other than in the course of undertaking any public benefit activity).
- 2.3.6 On dissolution of the public benefit organisation, the remaining assets must be transferred to
 - 2.3.6.1 *Any public benefit organisation, which has been approved in terms of section 30 of the Act.*
 - 2.3.6.2 *Any institution, board or body which is exempt from the payment of income tax in terms of section 10(1)(cA)(i) of the Act, which has as its sole or principal object the carrying on of any public benefit activity; or*
 - 2.3.6.3 *Any department of state or administration in the national or provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) or (b) of the Act.*
- 2.3.7 No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity) may not impose any conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

- 2.3.8 A copy of all amendments to the constitution, trust deed, memorandum and articles of association, or other written instrument under which the public benefit organisation was established, will be submitted to the Commissioner for the South African Revenue Service.
- 2.3.9 The public benefit organisation will not be a party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under this Act or any other Act administered by the Commissioner;
- 2.3.10 No remuneration will be paid to any employee, office bearer, member or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.
- 2.3.11 No resources will be used, directly or indirectly, to support advance or oppose any political party.

3 OBJECTS AND POWERS OF THE COMPANY

3.1 THE OBJECT OF THE COMPANY IS TO HAVING AS ITS MAIN OBJECT, TO PROVIDE AND GROW ON A SOUTHERN AFRICAN SCALE A SAFE, RELIABLE AND EQUITABLE SERVICE DELIVERY FOOTPRINT FOR THE COLLECTION AND TREATMENT (ACCORDING TO CIRCULAR ECONOMY PRINCIPLES) OF ALL ELECTRONIC AND ELECTRICAL WASTE TYPES FOR THE PRIVATE AND PUBLIC SECTOR AND AS SET OUT ON THE TITLE PAGE OF THIS MEMORANDUM, AND EXCEPT TO THE EXTENT NECESSARILY IMPLIED BY THE STATED OBJECT, THE PURPOSES AND POWERS OF THE COMPANY ARE NOT SUBJECT TO ANY RESTRICTIONS, LIMITATIONS OR QUALIFICATIONS IMPOSED BY THIS MEMORANDUM, AS CONTEMPLATED IN SECTION 19(1)(B)(II).

3.2 THE COMPANY IS NOT SUBJECT TO -

- 3.2.1 any restrictive conditions applicable to the Company, nor any additional requirements for the amendment of any such restrictive condition; or
- 3.2.2 any provision that prohibits the amendment of any particular provision thereof, as contemplated in section 15(2)(b) or (c).

3.3 UPON DISSOLUTION OF THE COMPANY –

- 3.3.1 No past or present member or director of the Company or person appointing a director of the Company shall be entitled to any part of the nett value of the Company after its obligations and liabilities have been satisfied.
- 3.3.2 The entire nett value of the Company must be distributed to one or more non-profit companies, external non-profit companies carrying on activities within the Republic, voluntary associations, or non-profit trusts having objects similar to the main object of the Company, as determined by the Company's Memorandum, its voting members or its directors, at or immediately before its dissolution, or by the court if such a determination is not made, as contemplated in item 1(4)(b) of Schedule 2 of the Act.

4 AMENDMENT OF MEMORANDUM

- 4.1 THIS MEMORANDUM MAY ONLY BE ALTERED OR AMENDED BY WAY OF A SPECIAL RESOLUTION OF AT LEAST 75% OF THE TIER 1 AND TIER 2 (SEE ALSO SECTIONS 28 TO 29 FOR A DETAILED EXPLANATION OF THE SAEWA PARTNERSHIP MODEL) MEMBERS IN ACCORDANCE WITH SECTION 16(1)(C), EXCEPT IF SUCH AMENDMENT IS IN COMPLIANCE WITH A COURT ORDER AS CONTEMPLATED IN SECTION 16(1)(A).**
- 4.2 ANY NOTICE OF ALTERATION TO THIS MEMORANDUM FILED BY THE BOARD TO CORRECT A PATENT ERROR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 17(1), MUST ALSO BE DELIVERED TO EACH OF THE MEMBERS OF THE COMPANY.**

5 COMPANY RULES

- 5.1 THE COMPANY'S BOARD IS EMPOWERED TO MAKE RULES FOR THE GOVERNANCE OF THE COMPANY IN RELATION TO MATTERS NOT DEALT WITH IN THE ACT OR THIS MEMORANDUM AND AS CONTEMPLATED IN SECTION 15(3) OF THE ACT.**

6 APPLICATION OF OPTIONAL PROVISIONS OF THE ACT

- 6.1 THE COMPANY ELECTS, IN TERMS OF SECTION 34(2), TO COMPLY VOLUNTARILY WITH THE EXTENDED ACCOUNTABILITY PROVISIONS SET OUT IN CHAPTER 3 OF THE ACT, INsofar AS THE COMPANY SHALL BE REQUIRED TO APPOINT A PERSON OR FIRM AS THE COMPANY'S AUDITOR AT EACH ANNUAL GENERAL MEETING, WHICH PERSON OR FIRM -**

6.1.1 must be a registered auditor; and must not be -

6.1.1.1 *disqualified to serve as a director of the Company under the disqualification provisions in section 69(8);*

6.1.1.2 *a director or prescribed officer of the Company;*

6.1.1.3 *an employee or consultant of the Company who was or has been engaged for more than one year in the maintenance of any of the Company's financial records or the preparation of any of its financial statements;*

6.1.1.4 *a director, officer or employee of a person appointed as company secretary;*

6.1.1.5 *a person who, alone or with a partner or employees, habitually or regularly performs the duties of accountant or bookkeeper, or performs related secretarial work for the Company;*

6.1.1.6 *a person who, at any time during the five financial years immediately preceding their appointment, was a person contemplated by 6.1.3 – 6.1.6 above; or*

6.1.1.7 *a person related to a person contemplated in 6.1.3 – 6.1.7 above. as contemplated in section 90(2).*

7 MEMBERS OF THE COMPANY

- 7.1 AS CONTEMPLATED IN CLAUSE 4(1) OF SCHEDULE 2 OF THE ACT, THE COMPANY SHALL HAVE MEMBERS (SAEWA TIER 1 & TIER 2 PARTNERS AS DESCRIBED IN SECTIONS 28 AND 29) ALL OF WHOM SHALL BE VOTING MEMBERS, AS DEFINED IN SECTION 1 OF THIS MEMORANDUM.**
- 7.2 AS CONTEMPLATED IN SECTION 57(4), THERE SHALL BE NO OTHER MEMBERS (UNLESS FROM THE INCUBATION TIER 0 AND TIER 3 AND DESCRIBED IN SECTION 28 AND 29) EXCEPT THOSE PERSONS WHO ARE DIRECTORS OF THE COMPANY FROM TIME TO TIME, AND ACCORDINGLY EVERY DIRECTOR OF THE COMPANY SHALL BE A MEMBER OF THE COMPANY WHILE THEY HOLD OFFICE.**
- 7.3 DUE TO THE REQUIREMENT OF THIS MEMORANDUM THAT ALL MEMBERS (TIER 1 OR TIER 2 PARTNER ONLY ARE ELIGIBLE AS DESCRIBED IN SECTION 28 AND 29) SHALL ALSO BE DIRECTORS OF THE COMPANY AND VICE VERSA, AS READ WITH THE PROVISIONS OF SECTION 66(2)(B) OF THE ACT WHICH REQUIRES A NON-PROFIT COMPANY TO HAVE AT LEAST THREE DIRECTORS, THE COMPANY SHALL HAVE AT LEAST THREE MEMBERS (SEE ALSO CLAUSE 17 BELOW).**
- 7.4 EACH MEMBER SHALL HAVE AN EQUAL VOTE IN ANY MATTER REQUIRED TO BE DECIDED BY THE MEMBERS OF THE COMPANY.**
- 7.5 THERE SHALL BE NO NEED FOR THE MEMBERS' NAMES TO BE REFLECTED IN A MEMBERSHIP REGISTER OF THE COMPANY.**

8 CONDITIONS OF MEMBERSHIP

8.1 THE CONDITIONS OF MEMBERSHIP ARE AS FOLLOWS -

- 8.1.1** Membership shall be open to all natural persons who have professional or other interests in the operational areas of the Company.
- 8.1.2** A person shall only be a member by virtue of that person holding office as a duly appointed director of the Company.
- 8.1.3** A member shall cease to be a member when they cease to be a director of the Company.

9 MEMBERS' AUTHORITY TO ACT

9.1 EVERY MEMBER SHALL HAVE THE RIGHT TO CAST ONE VOTE AT GENERAL MEETINGS OF THE COMPANY.

9.2 THE AUTHORITY OF THE MEMBERS TO ACT IN ANY MATTER REQUIRED TO BE REFERRED TO THEM BY THE BOARD FOR DECISION, MAY BE DECIDED BY THEM WITHOUT NOTICE OR COMPLIANCE WITH ANY OTHER INTERNAL FORMALITIES, AND IT SHALL NOT BE NECESSARY TO HOLD A SEPARATE MEMBERS' MEETING IN RESPECT OF SUCH MATTERS. THE AUTHORITY OF THE MEMBERS IN THESE CIRCUMSTANCES IS NOT LIMITED OR RESTRICTED BY THIS MEMORANDUM.

9.3 IN THE CIRCUMSTANCE REFERRED TO IN 9.2 ABOVE, AND AS CONTEMPLATED BY SECTION 57(4), IT IS FURTHER PROVIDED AS FOLLOWS -

- 9.3.1 sufficient directors must be present at a Board meeting where they do so in their capacity as members, so as to satisfy the quorum requirements referred to in clause 11 of this Memorandum;
- 9.3.2 any resolution adopted by the directors in their capacity as members must have at least the support required for adoption as an ordinary or special resolution, as the case may be, at a properly constituted members' meeting;
- 9.3.3 when acting in their capacity as members, the directors shall still be subject to the provisions of sections 73 to 78 relating to the duties, obligations, liabilities and indemnification of directors.

10 MEMBERS' MEETINGS

10.1 THE BOARD MAY CALL A MEMBERS' MEETING AT ANY TIME;

10.2 THE COMPANY SHALL HOLD AN ANNUAL GENERAL MEETING ONCE IN EVERY FINANCIAL YEAR BUT NOT MORE THAN 15 MONTHS AFTER THE PREVIOUS ANNUAL GENERAL MEETING, AND WITHIN 9 MONTHS OF THE END OF THE FINANCIAL YEAR;

10.3 THE COMPANY SHALL HOLD A MEETING -

- 10.3.1 at any time the Board is required by the Act or this Memorandum to refer a matter to a meeting of the members;

10.4 EACH ANNUAL GENERAL MEETING OF THE COMPANY SHALL PROVIDE FOR AT LEAST THE FOLLOWING BUSINESS TO BE TRANSACTED –

- 10.4.1 the presentation of the financial statements for the immediately preceding financial year of the Company;
- 10.4.2 the election of directors to the Board, to the extent required by the Act or this Memorandum;
- 10.4.3 the appointment of a Company auditor for the following financial year; and
- 10.4.4 any matters raised by the members.

10.5 THE COMPANY MAY PROVIDE FOR A MEETING TO BE CONDUCTED ENTIRELY BY ELECTRONIC COMMUNICATION, OR FOR ONE OR MORE MEMBERS TO PARTICIPATE ELECTRONICALLY IN A MEMBERS' MEETING WHICH IS BEING CONDUCTED IN PERSON, SO LONG AS THE ELECTRONIC COMMUNICATION USED ENABLES THE PARTICIPANTS TO COMMUNICATE CONCURRENTLY WITH EACH OTHER AND WITHOUT AN INTERMEDIARY, AND TO PARTICIPATE EFFECTIVELY.

11 MEMBERS' QUORUM

- 11.1** THE QUORUM REQUIREMENT FOR A MEMBERS' MEETING TO BEGIN IS THAT SUFFICIENT PERSONS ARE PRESENT AT THE MEETING TO EXERCISE, IN AGGREGATE, AT LEAST **25% (TWENTY FIVE PERCENT)** OF THE VOTING RIGHTS THAT ARE ENTITLED TO BE EXERCISED IN RESPECT OF THE MATTERS TO BE DECIDED AT THE MEETING, AND AT LEAST THREE MEMBERS ARE PRESENT, AND THE SAME REQUIREMENT FOR ATTENDANCE OF MEMBERS APPLIES TO EVERY MATTER TO BE DECIDED AT SUCH MEETING AT SUCH TIME AS SUCH MATTER IS TO BE CONSIDERED.
- 11.2** THE MAXIMUM PERIOD ALLOWABLE FOR AN ADJOURNMENT OF A MEMBERS' MEETING SHALL BE **60 BUSINESS DAYS** AFTER THE DATE ON WHICH THE ADJOURNMENT OCCURRED.

12 CHAIRPERSON OF MEETING

- 12.1** THE CHAIRPERSON OF THE BOARD SHALL PRESIDE AS CHAIRPERSON AT EVERY MEMBERS' MEETING. IF THERE IS NO SUCH CHAIRPERSON OR IF AT ANY MEETING THEY ARE NOT PRESENT WITHIN **15 MINUTES** AFTER THE APPOINTED STARTING TIME, OR IF THEY ARE UNWILLING TO ACT AS CHAIRPERSON, THE MEETING SHALL APPOINT ONE OF THEIR NUMBER AS CHAIRPERSON.

13 VOTING BY MEMBERS

- 13.1** AT ANY MEETING OF MEMBERS, EVERY MEMBER SHALL BE ENTITLED TO ONE VOTE ON A SHOW OF HANDS, AND ON A POLL, EVERY MEMBER SHALL BE ENTITLED TO ONE VOTE.
- 13.2** IN THE EVENT OF EQUALITY OF VOTING ON A MATTER TO BE DECIDED BY A SIMPLE MAJORITY, WHETHER BY A SHOW OF HANDS OR A POLL, ONLY THE CHAIRPERSON OF THE MEETING IN QUESTION MAY EXERCISE A CASTING VOTE.

14 ORDINARY AND SPECIAL RESOLUTIONS BY MEMBERS

- 14.1** FOR AN ORDINARY RESOLUTION TO BE APPROVED IT MUST BE SUPPORTED BY THE HOLDERS OF MORE THAN **50% (FIFTY PERCENT)** OF THE MEMBERS' VOTING RIGHTS EXERCISED ON THE RESOLUTION, AS PROVIDED IN SECTION 65(7).
- 14.2** FOR A SPECIAL RESOLUTION TO BE APPROVED IT MUST BE SUPPORTED BY THE HOLDERS OF AT LEAST **75% (SEVENTY FIVE PERCENT)** OF THE MEMBERS' VOTING RIGHTS EXERCISED ON THE RESOLUTION, AS PROVIDED IN SECTION 65(9).
- 14.3** THOSE MATTERS SET OUT IN SECTION 65(11) TOGETHER WITH ANY OTHER MATTER REQUIRED BY THE ACT OR BY THIS MEMORANDUM TO BE RESOLVED BY MEANS OF A SPECIAL RESOLUTION, REQUIRE A SPECIAL RESOLUTION ADOPTED AT A MEMBERS' MEETING OF THE COMPANY.

15 WRITTEN RESOLUTIONS - MEMBERS ACTING OTHER THAN AT A MEETING

15.1 IN ACCORDANCE WITH THE PROVISIONS OF SECTION 60, A RESOLUTION THAT COULD BE VOTED ON AT A MEMBERS' MEETING (OTHER THAN THE ELECTION OF DIRECTORS), OTHER THAN AN ANNUAL GENERAL MEETING, MAY INSTEAD BE CONSIDERED BY THE BOARD IN THEIR CAPACITY AS MEMBERS AND VOTED ON IN WRITING WITHIN A PERIOD OF 20 (TWENTY) BUSINESS DAYS AFTER THE RESOLUTION WAS INTRODUCED TO THEM.

15.1.1 A resolution contemplated in 15.1 above shall if adopted have the same effect as if it had been approved by voting at a properly constituted members' meeting.

15.1.2 in addition to a resolution passed in terms of 15.1 above, a resolution in writing signed by all the members shall be as valid and effectual as if adopted at a duly convened general meeting.

15.2 ANY BUSINESS OF THE COMPANY WHICH IS REQUIRED BY THIS ACT OR THIS MEMORANDUM TO BE CONDUCTED AT AN ANNUAL GENERAL MEETING OF THE COMPANY, MAY NOT BE CONDUCTED IN THE MANNER CONTEMPLATED IN THIS CLAUSE 15.

16 COMPOSITION ELECTION AND POWERS OF THE BOARD OF DIRECTORS

16.1 THE BOARD OF THE COMPANY SHALL COMPRISE AT LEAST THREE (3) DIRECTORS, AS REQUIRED BY SECTION 66(2)(B).

16.2 THE COMPANY SHALL ONLY HAVE ELECTED DIRECTORS AND THERE SHALL BE NO EX OFFICIO DIRECTORS AS CONTEMPLATED IN SECTION 66 (4) (A) (II) OF THE ACT.

16.3 TO BECOME A DIRECTOR OF THE COMPANY A PERSON MUST SATISFY THE QUALIFICATION AND ELIGIBILITY REQUIREMENTS OF SECTION 69, AND THE ELECTION OF A PERSON AS A DIRECTOR SHALL BE A NULLITY IF AT THE TIME OF THEIR ELECTION THEY ARE INELIGIBLE OR DISQUALIFIED IN TERMS OF SUCH REQUIREMENTS, AND A PERSON WHO BECOMES INELIGIBLE OR DISQUALIFIED WHILE SERVING AS A DIRECTOR SHALL CEASE TO BE ENTITLED TO ACT AS A DIRECTOR IMMEDIATELY.

16.4 AS INDICATED IN THE DEFINITION OF "MEMBER" IN CLAUSE 1 ABOVE, EACH DIRECTOR SHALL AUTOMATICALLY BECOME A MEMBER OF THE COMPANY UPON APPOINTMENT, AND CONTINUE TO BE A MEMBER UNTIL THEY CEASE TO BE A DIRECTOR.

16.5 AS THE COMPANY WAS ALREADY INCORPORATED AT THE EFFECTIVE DATE OF THE ACT, EVERY PERSON HOLDING OFFICE AS A DIRECTOR, PRESCRIBED OFFICER, COMPANY SECRETARY OR AUDITOR OF THE COMPANY IMMEDIATELY BEFORE THE EFFECTIVE DATE SHALL, AS CONTEMPLATED IN ITEM 7(1) OF SCHEDULE 5 TO THE ACT, CONTINUE TO HOLD THAT OFFICE.

16.6 THE BOARD SHALL BE ELECTED BY ORDINARY RESOLUTION OF MEMBERS AT A GENERAL OR ANNUAL GENERAL MEETING OF THE COMPANY, AND NO APPOINTMENT OF A DIRECTOR IN ACCORDANCE WITH A RESOLUTION PASSED IN TERMS OF SECTION 60, AS REFERRED TO IN 15 ABOVE, SHALL BE COMPETENT.

16.7 AN ELECTION OF AT LEAST ONE THIRD OF THE DIRECTORS BY THE VOTING MEMBERS SHALL BE HELD AT EACH ANNUAL GENERAL MEETING, IN COMPLIANCE WITH SCHEDULE 1 (5) (i) (B) OF THE ACT, AND ACCORDINGLY AT LEAST ONE THIRD OF THE DIRECTORS SHALL RETIRE FROM OFFICE AT EACH ANNUAL GENERAL MEETING OF THE COMPANY. SUCH RETIRING DIRECTORS SHALL BE ELIGIBLE FOR RE-ELECTION.

16.8 IN THE ELECTION OF ANY DIRECTOR, THE VACANCY SHALL ONLY BE FILLED IF A MAJORITY OF THE VOTES EXERCISED ARE IN FAVOUR OF THE CANDIDATE;

16.9 ANY FAILURE BY THE COMPANY AT ANY TIME TO HAVE A MINIMUM OF THREE DIRECTORS DOES NOT LIMIT OR NEGATE THE AUTHORITY OF THE BOARD, OR INVALIDATE ANYTHING DONE BY THE BOARD OR THE COMPANY.

17 AUTHORITY OF BOARD OF DIRECTORS

17.1 THE BOARD MUST MANAGE AND DIRECT THE BUSINESS AND AFFAIRS OF THE COMPANY, AND HAS THE AUTHORITY TO EXERCISE ALL OF THE POWERS AND PERFORM ANY OF THE FUNCTIONS OF THE COMPANY, EXCEPT TO THE EXTENT THAT THE ACT OR THIS MEMORANDUM PROVIDES OTHERWISE.

18 MEETINGS OF BOARD OF DIRECTORS

18.1 EVERY MEETING OF THE BOARD SHALL EITHER BE A MEETING OF THE BOARD IN ITS CAPACITY AS THE DIRECTORS OF THE COMPANY, OR OF THE DIRECTORS IN THEIR CAPACITY AS MEMBERS, AND IT SHALL BE DETERMINED AND RECORDED AT THE START OF EVERY MEETING, AS TO WHICH OF THESE TWO CAPACITIES THE BOARD IS MEETING IN THAT PARTICULAR INSTANCE.

18.2 THE BOARD MAY CONSIDER ANY MATTER AND/OR ADOPT ANY RESOLUTION OTHER THAN AT A MEETING, AS SET OUT IN SECTION 74 AND, ACCORDINGLY, ANY DECISION THAT COULD BE VOTED ON AT A MEETING OF THE BOARD MAY INSTEAD BE ADOPTED BY THE WRITTEN CONSENT OF A MAJORITY OF THE DIRECTORS, GIVEN IN PERSON OR BY ELECTRONIC COMMUNICATION, PROVIDED THAT EACH DIRECTOR HAS RECEIVED NOTICE OF THE MATTER TO BE DECIDED.

18.3 THE BOARD MAY 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), PROVIDED THAT, AS REQUIRED BY SUCH SECTION, THE ELECTRONIC COMMUNICATION FACILITY EMPLOYED ORDINARILY ENABLES ALL PERSONS PARTICIPATING IN THE MEETING TO COMMUNICATE CONCURRENTLY WITH EACH OTHER WITHOUT AN INTERMEDIARY, AND TO PARTICIPATE EFFECTIVELY IN THE MEETING.

18.4 ANY DIRECTOR MAY CALL A MEETING OF THE BOARD AT ANY TIME, AND MUST CALL SUCH A MEETING IF REQUESTED TO DO SO BY AT LEAST TWO OTHER DIRECTORS.

18.5 THE BOARD MAY DETERMINE THE FORM AND TIME FOR GIVING NOTICE OF ITS MEETINGS PROVIDED –

18.5.1 such determination complies with any requirements set out in this Memorandum; and

18.5.2 no meeting of the Board may be convened without notice to all of the directors.

18.6 THE BOARD MAY PROCEED WITH A MEETING OF DIRECTORS DESPITE A FAILURE OR DEFECT IN GIVING NOTICE OF THE MEETING AS SET OUT ABOVE, IF ALL OF THE DIRECTORS OF THE COMPANY –

- 18.6.1 acknowledge receipt of a notice given; or
- 18.6.2 are present at the meeting; or
- 18.6.3 waive notice of the meeting.

18.7 THE QUORUM REQUIREMENTS FOR A DIRECTORS MEETING TO BEGIN, THE VOTING RIGHTS AT SUCH A MEETING, AND THE REQUIREMENTS FOR APPROVAL OF A RESOLUTION AT SUCH A MEETING ARE AS SET OUT IN SECTION 73 (5), AND ARE ACCORDINGLY AS FOLLOWS –

- 18.7.1 a majority of the directors must be present at a meeting before a vote may be called;
- 18.7.2 each director has one vote on a matter before the Board;
- 18.7.3 a majority of the votes cast on a resolution is sufficient to approve that resolution.

18.8 IN RESPECT OF THE POWER OF THE CHAIRPERSON’S POWER TO CAST A DECIDING VOTE IN THE CASE OF A TIED VOTE, REGARDING THE APPROVAL OF A RESOLUTION AT A DIRECTORS MEETING, THE PROVISIONS OF SECTION 73 (5) ARE VARIED AND ACCORDINGLY THE CHAIRPERSON MAY CAST A DECIDING VOTE.

19 MINUTES OF MEETINGS

19.1 THE DIRECTORS SHALL KEEP MINUTES OF ALL PROCEEDINGS AT ALL MEETINGS OF DIRECTORS IN THEIR CAPACITY AS MEMBERS, OR AS DIRECTORS, WHICH MINUTES SHALL INCLUDE A RECORDAL OF ALL PERSONS PRESENT, AND ALL RESOLUTIONS TAKEN. THE MINUTES SHALL BE SIGNED BY THE CHAIRPERSON OF THE BOARD IN EACH INSTANCE.

20 ACCOUNTING RECORDS AND ANNUAL FINANCIAL STATEMENTS

20.1 IN COMPLIANCE WITH SECTIONS 28 TO 30 OF THE ACT, AS WELL AS SECTION 17 OF THE NONPROFIT ORGANIZATIONS ACT 1997, THE COMPANY SHALL CAUSE TO BE KEPT ACCOUNTING RECORDS AND FINANCIAL STATEMENTS OF THE COMPANY, INCLUDING ANNUAL FINANCIAL STATEMENTS, WHICH SHALL -

- 20.1.1 fairly reflect the financial transactions and state of affairs and business of the Company;
- 20.1.2 be kept at the registered office of the Company;
- 20.1.3 comply with the standards and requirements of the applicable provisions reflected in sections 25 – 30 of the Regulations to the Act, including the requirements of independent auditing, and independent review as defined in the Regulations, if applicable.

20.2 THE COMPANY’S ANNUAL FINANCIAL STATEMENTS SHALL BE PREPARED WITHIN SIX MONTHS OF THE END OF THE COMPANY’S FINANCIAL YEAR.

20.3 WITHIN TWO MONTHS OF THE PREPARATION OF THE COMPANY'S ANNUAL FINANCIAL STATEMENTS, THE COMPANY MUST ENSURE THAT THE COMPANY'S AUDITOR COMPILES AND SUBMITS TO THE COMPANY, A WRITTEN REPORT THE CONTENT OF WHICH COMPLIES WITH THE REQUIREMENTS OF SECTION 17 (2) OF THE NPO ACT.

21 INDEMNIFICATION OF DIRECTORS

21.1 THE MEMBERS MAY, IF SO DECIDED –

21.1.1 advance expenses to a director or directly or indirectly indemnify a director in respect of the defence of legal proceedings, as set out in section 78(4);

21.1.2 indemnify a director in respect of liability as set out in section 78(5); and/or

21.1.3 purchase insurance to protect the Company or a director as set out in section 78(7), and the power of the Company in this regard is not limited, restricted or extended by this Memorandum.

21.2 THE PROVISIONS OF 21.1 ABOVE SHALL APPLY MUTATIS MUTANDIS IN RESPECT OF ANY FORMER DIRECTOR, PRESCRIBED OFFICER OR MEMBER OF ANY COMMITTEE OF THE BOARD.

22 FINANCIAL ASSISTANCE TO DIRECTORS

22.1 SUBJECT TO 22.2 BELOW, THE COMPANY MUST NOT PROVIDE A LOAN TO, SECURE A DEBT OR OBLIGATION OF, OR OTHERWISE PROVIDE DIRECT OR INDIRECT FINANCIAL ASSISTANCE TO, A DIRECTOR OF THE COMPANY OR TO A PERSON RELATED TO ANY SUCH DIRECTOR.

22.2 THE COMPANY MAY PERFORM A PROHIBITED TRANSACTION REFERRED TO IN 22.1 ABOVE IF –

22.2.1 it is in the ordinary course of the Company's business and for fair value;

22.2.2 constitutes an accountable advance to meet legal expenses in relation to a matter concerning the Company, or anticipated expenses to be incurred by the person on behalf of the Company;

22.2.3 is to defray the person's expenses for removal at the Company's request; or

22.2.4 is in terms of an employee benefit scheme generally available to all employees, or a specific class of employees, of the Company.

23 OFFICERS AND COMMITTEES OF THE BOARD

23.1 THE BOARD MAY APPOINT ANY OFFICERS IT MAY CONSIDER NECESSARY TO BETTER ACHIEVE THE OBJECT OF THE COMPANY.

23.2 THE BOARD MAY, SUBJECT TO ANY RESTRICTION RECORDED IN THIS MEMORANDUM –

- 23.2.1 appoint committees and delegate to any such committee any of the authority of the Board as set out in section 72(1); and/or
- 23.2.2 include in any such committee persons who are not directors, as set out in section 72(2)(a), and the power of the Board in this regard is not limited or restricted by this Memorandum.

23.3 THE AUTHORITY OF A COMMITTEE APPOINTED BY THE BOARD TO CONSULT WITH AND RECEIVE ADVICE FROM ANY PERSON AND TO ACT WITH THE FULL AUTHORITY OF THE BOARD IN RESPECT OF ANY MATTER REFERRED TO IT, AS SET OUT IN SECTION 72(2)(B) AND (C), IS NOT LIMITED OR RESTRICTED BY THIS MEMORANDUM.

24 REMUNERATION OF DIRECTORS AND MEMBERS

24.1 A DIRECTOR OR MEMBER OF THE COMPANY IS ENTITLED TO REASONABLE REMUNERATION FOR THEIR SERVICES OR GOODS DELIVERED TO OR AT THE DIRECTION OF THE COMPANY, AND REASONABLE PAYMENT OR REIMBURSEMENT OF EXPENSES INCURRED TO ADVANCE THE STATED OBJECT OF THE COMPANY.

24.2 A DIRECTOR OR MEMBER OF THE COMPANY MAY RECEIVE PAYMENT -

- 24.2.1 of an amount due and payable by the Company in terms of a bona fide agreement between the Company and the director or member in question;
- 24.2.2 in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or
- 24.2.3 in compliance with any legal obligation binding on the Company.

24.3 APART FROM THE PROVISIONS REFLECTED IN THIS CLAUSE 24, THE COMPANY MAY NOT, DIRECTLY OR INDIRECTLY, PAY ANY PORTION OF ITS INCOME OR TRANSFER ANY OF ITS ASSETS, REGARDLESS WHETHER THE INCOME OR ASSET WAS DERIVED, TO ANY PERSON WHO IS OR WAS AN INCORPORATOR OF THE COMPANY, OR IS A DIRECTOR-MEMBER.

25 NOTICES

25.1 EACH MEMBER OF THE COMPANY SHALL NOTIFY THE COMPANY OF AN ADDRESS WHICH SHALL BE THAT MEMBER'S REGISTERED ADDRESS FOR THE PURPOSE OF RECEIVING WRITTEN NOTICES FROM THE COMPANY, WHICH MAY BE A POSTAL OR EMAIL ADDRESS, OR FACSIMILE NUMBER.

26 RESOLUTION OF DISPUTES

26.1 IN THE EVENT OF THERE BEING ANY DISPUTE ARISING OUT OF ANY OF THE PROVISIONS OF THIS MEMORANDUM BETWEEN ANY PERSONS BOUND BY IT, SUCH DISPUTE SHALL, EXCEPT TO THE EXTENT THAT PROVISION IS MADE ELSEWHERE IN THIS MEMORANDUM FOR THE FINAL RESOLUTION OF SUCH DISPUTE, ON WRITTEN DEMAND BY ANY SUCH PERSON, BE SUBMITTED TO ARBITRATION AT DURBAN BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE ARBITRATION FOUNDATION OF SOUTH AFRICA ("AFSA"), WHICH ARBITRATION SHALL BE ADMINISTERED BY AFSA.

- 26.2 SHOULD AFSA NOT BE OPERATING AT THAT TIME OR NOT BE ACCEPTING REQUESTS FOR ARBITRATION FOR ANY REASON, THEN THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AFSA RULES FOR COMMERCIAL ARBITRATION (AS LAST APPLIED BY AFSA) BEFORE A SINGLE ARBITRATOR APPOINTED BY AGREEMENT BETWEEN THE PARTIES TO THE DISPUTE, OR FAILING SUCH AGREEMENT WITHIN 10 (TEN) BUSINESS DAYS OF THE DEMAND FOR ARBITRATION, THEN ANY PARTY TO THE DISPUTE SHALL BE ENTITLED TO CALL UPON THE CHAIRPERSON OF THE BAR COUNCIL OF DURBAN TO NOMINATE THE ARBITRATOR, PROVIDED THAT THE PERSON SO NOMINATED SHALL BE AN ADVOCATE OR ATTORNEY OF NOT LESS THAN 15 (FIFTEEN) YEARS' STANDING AS SUCH. THE PERSON SO NOMINATED SHALL BE THE DULY APPOINTED ARBITRATOR IN RESPECT OF THE DISPUTE. IN THE EVENT OF THE ATTORNEYS OF THE PARTIES TO THE DISPUTE FAILING TO AGREE ON ANY MATTER RELATING TO THE ADMINISTRATION OF THE ARBITRATION, SUCH MATTER SHALL BE REFERRED TO AND DECIDED BY THE ARBITRATOR WHOSE DECISION SHALL BE FINAL AND BINDING ON THE PARTIES TO THE DISPUTE.**
- 26.3 NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT OR PROHIBIT A PARTY TO THE ARBITRATION FROM APPLYING TO THE APPROPRIATE COURT FOR URGENT RELIEF OR FOR JUDGMENT IN RELATION TO A LIQUIDATED CLAIM.**
- 26.4 ANY ARBITRATION IN TERMS OF THIS CLAUSE 26 SHALL BE CONDUCTED IN PRIVATE AND THE PARTIES TO THE ARBITRATION SHALL TREAT AS CONFIDENTIAL DETAILS OF THE DISPUTE, THE CONDUCT OF THE ARBITRATION PROCEEDINGS AND THE OUTCOME OF THE ARBITRATION.**
- 26.5 THIS CLAUSE 26 SHALL CONTINUE TO BE BINDING NOTWITHSTANDING ANY LIQUIDATION OF THE COMPANY, THE COMMENCEMENT OF ANY BUSINESS RESCUE PROCEEDINGS IN RESPECT OF THE COMPANY, OR THE SALE BY ANY PERSON OF ANY SECURITIES HELD BY THAT PERSON IN THE COMPANY, TO THE EXTENT THAT THE IMPLEMENTATION OF THE PROVISIONS OF THIS CLAUSE SHALL NOT GIVE RISE TO ANY CONTRAVENTION OF ANY PROVISION OF THE ACT OR OF ANY OTHER APPLICABLE LEGISLATION AS AMENDED FROM TIME TO TIME.**
- 26.6 A WRITTEN DEMAND BY A PARTY TO THE DISPUTE IN TERMS OF THIS CLAUSE, THAT THE DISPUTE BE SUBMITTED TO ARBITRATION, SHALL BE DEEMED TO BE A LEGAL PROCESS FOR THE PURPOSE OF INTERRUPTING EXTINGTIVE PRESCRIPTION IN TERMS OF THE PRESCRIPTION ACT, 1969.**

27 SAEWA PARTNERS

- 27.1 NATURAL AND JURISTIC PERSONS CAN APPLY AS PARTNERS IN FORM OF A VOTING MEMBER TO THE SAEWA ONLY WHEN THEY FULLY COMPLY WITH THE TECHNICAL AND OPERATIONAL MINIMUM STANDARDS AS SET OUT (FOR TIER 1 MEMBERS AND APPLICANTS) IN THE "SAEWA CODE OF CONDUCT" AND IN ACCORDANCE TO THEIR ACTIVITIES PERFORMED OR IF THEY BELONG TO TIER 2.**
- 27.2 THE SAEWA IS MADE UP OF PARTIES THAT ARE IDEALLY BUT NOT NECESSARILY COMPLEMENTARY TO EACH OTHER WITH REGARDS TO THEIR CORE BUSINESS. PARTNERS OF THE SAEWA SHOULD PROVIDE AND MAKE AVAILABLE THEIR SERVICES TO ALL OTHER ALLIANCE PARTNERS.**
- 27.3 PARTNERS MAY BE SUSPENDED OR EXPELLED IF OUTSTANDING FEES ARE NOT PAID WITHIN 30 WORKING DAYS OF NOTICE FROM THE COORDINATOR, OR IF THE PARTNER INFRINGES ON THE TERMS OF THIS CONSTITUTION. DECISIONS REGARDING THE SUSPENSION OR EXPULSION OF PARTNERS MUST BE REVIEWED AT THE NEXT QUARTERLY MEETING.**

27.4 PARTNERS CAN TERMINATE THEIR MEMBERSHIP BY WRITTEN NOTICE TO THE COORDINATOR. THE MEMBERSHIP WILL THEN END WITH THE CURRENT FINANCIAL YEAR BUT CAN BE TERMINATED EARLIER BY AGREEMENT OF MAJORITY.

27.5 THE COORDINATOR KEEPS A REGISTER OF PARTNERS AND AFFILIATES.

28 KEY TYPES OF PARTNERS

28.1 THE SAEWA HAS FOUR TIERS OF PARTNERS:

28.1.1 Incubation Tier Affiliates (Tier 0) comprise of any industry representative that is NOT eligible for Membership and hence a NON-VOTING Partner due to non-compliance issues. Typically smaller operators and micro entrepreneurs including in(formal) collection businesses and other start-up operators which do NOT fulfil the Code of Conduct technical and operational minimum requirements, but are willing to improve and benefit from building a mentoring relationship between Tier 1 members and the SAEWA coordinator.

28.1.2 First Tier partners (Tier 1) typically comprise of any industry VOTING MEMBERS. First tier partners are service providers offering the collection, transport, disposal, treatment, repair, refurbishment, recovery, and reuse or recycling of any type and any volume of e-waste and/or used EEE.

28.1.3 Second Tier partners (Tier 2) have an interest in the SAEWA and its affairs (e.g. in an advisory capacity) but their core business is not directly related to the management of e-waste. Examples of such partners include but are not limited to retailers and OEM manufacturers and suppliers. Tier 2 partners are also VOTING MEMBERS

28.1.4 Third Tier partners (Tier 3) have a free membership to the SAEWA but as NON-VOTING Partners as they are typically tertiary educational institutions or not -for -profit organizations (NPOs, CBOs). As such e-waste management is clearly not their core business but rather provides a limited value adding opportunity (such as e-waste to art operations, marketing and communication assistance, educational or research scope etc.)

28.2 GIVEN THAT A MEMBER OR AFFILIATE OF THE SAEWA FULFILS ALL OBLIGATIONS LINKED TO A PARTICULAR TIER AND IS ABLE TO PROVIDE PROOF THEREOF THEY ARE ALLOWED TO CHANGE THEIR TYPE OF ASSOCIATION TO THE SAEWA ACCORDINGLY AND AUTOMATICALLY UPON NOTIFICATION OF THE CHAIRPERSON.

29 PARTNER EXPECTATIONS

29.1 INCUBATION TIER AFFILIATES ARE EXPECTED TO:

29.1.1 Pay an annual fee that will be reviewed annually and suggested at the AGM

29.1.2 Provide the SAEWA with basic information of their operations as advised in the Affiliate Application Form

29.1.3 Attend quarterly SAEWA Member meetings by special invite only as NON-VOTING observers.

- 29.1.4 Sign up on a googlegroup platform that enables communication amongst other affiliates as well as between affiliates and MEMBERS.
- 29.1.5 Be committed to continuous improvement of their current operations in all aspects and in accordance to agreed milestones.
- 29.1.6 To not harm the environment through illegal activities such as dumping of components or burning of cables etc.
- 29.1.7 Be open to receive guidance and mentorship from MEMBERS and the chair.
- 29.1.8 Not EVER deliberately or unintentionally misconstrue their relationship to SAEWA and its MEMBERS.
- 29.1.9 Not discredit the SAEWA and its noble intentions e.g. by providing false information on operations or use MEMBER specific branding or by abusing the mentorship relation to the MEMBERS and/or the chair.
- 29.1.10 Only use the Affiliation logo for branding purposes. Misuse of the general SAEWA MEMBER logo will lead to immediate expulsion and subsequent black-listing of the offender by every MEMBER, and possibly by other industry related interest groups and or associations.
- 29.1.11 Full legal compliance needs to be reached after a maximum of 24 months upon which the Incubation Tier Affiliate must either resign or upgrade to Tier 1 Membership.

29.2 FIRST TIER PARTNERS ARE EXPECTED TO:

- 29.2.1 Attend quarterly meetings mandatorily and be VOTING MEMBERS in that capacity
- 29.2.2 Pay a monthly fee which will be reviewed and suggested at the AGM;
- 29.2.3 Engage in constructive problem-solving (e.g. for optimized downstream recycling options) with other partners;
- 29.2.4 Provide mentorship support to SAEWA Incubation Tier Affiliates by sharing knowledge and skills where and when possible and with a view to systematically transform such current start-up and micro enterprises into legally compliant and CoC standardised operations.
- 29.2.5 Coordinate with others in order to promote the higher order uses of materials;
- 29.2.6 Promote, grow and market the SAEWA; and
- 29.2.7 Adhere to the above described principles.
- 29.2.8 STANDARD OPERATIONAL PROCEDURE (SOP) FOR TIER 1 MEMBER COMPLIANCE: Third parties reporting potential future compliance issues of a SAEWA Tier 1 Member to the Chair will remain anonymous as the source of information. Affiliates or Members that report another Tier 1 Member to the Chair with regards to potential non-compliance issues need to disclose themselves to discourage any attempt of deliberate and intentional reputation damage.

29.3 SECOND TIER PARTNERS ARE EXPECTED TO:

- 29.3.1 Attend quarterly meetings mandatorily and be VOTING MEMBERS in that capacity
 - 29.3.2 Regularly engage with the first tier members and get updated on current activities via the googlegroup forum;
 - 29.3.3 Pay a monthly fee which will be reviewed and suggested at the AGM;
 - 29.3.4 Promote grow and market the SAEWA as part of their SAEWA related activities; and
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29.3.5 Adhere to the above described principles.

29.4 THIRD TIER PARTNERS ARE EXPECTED TO:

29.4.1 Regularly engage with the first tier members and get updated on current activities via the various relevant googlegroup forum mail communications;

29.4.2 Attend quarterly meetings on request but as NON-VOTING observers;

29.4.3 Promote grow and market the SAEWA as part of their SAEWA related activities; and

29.4.4 Adhere to the above described principles.

29.5 IT IS THE RESPONSIBILITY OF THE COORDINATOR TO SET UP QUARTERLY MEETINGS, BUT INDIVIDUAL PARTNERS ARE EXPECTED TO ENGAGE AND PROBLEM-SOLVE WITH OTHER PARTNERS WHERE AND WHEN CONFLICTS ARISE. SUCH CONFLICTS CAN BE BROUGHT TO THE QUARTERLY MEETINGS FOR DISCUSSION IF CIRCUMSTANCES REQUIRE BUT ARE IDEALLY RESOLVED BETWEEN THE TWO PARTIES AND THE SAEWA COORDINATOR IMMEDIATELY.

29.6 PARTNERS MUST PAY A MONTHLY FEE TO THE SAEWA'S BANK ACCOUNT, TO COVER FOR TIME EXPENSES LINKED TO RUNNING THE DAILY AFFAIRS AND THE OVERALL PROMOTION AND MARKETING OF THE SAEWA AND ALL ITS PARTNERS. INVOICING TAKES PLACE BI-ANNUALLY FOR THE TIER 1 AND TIER 2 MEMBERS AND ANNUALLY FOR THE TIER 0 AFFILIATES. ALL FEES MAY BE REVIEWED FROM TIME TO TIME BY THE PARTNERS AND NEED TO BE AGREED UPON.

29.7 ADDITIONAL SPECIFIC JOINT MARKETING ITEMS PROCURED (E.G. LINKED TO SPECIFIC MARKETING DRIVES OR TARGET) SUCH AS BANNERS, INFORMATION PAMPHLETS ETC. ARE SUBJECT TO FURTHER DISCUSSION. ATTRACTIVE AD-HOC MARKETING OPPORTUNITIES WHICH MAY ARISE ARE TO BE RESOLVED (NEXT TO REGULAR MEETING EXCHANGES) VIA THE GOOGLE GROUP EMAIL; SHOULD PARTNERS FEEL THAT THE INITIATIVE BENEFITS THEIR CORE BUSINESS, PARTNERS CAN VOLUNTARILY CONTRIBUTE FUNDS.

18.5.2017

X 

Susanne Karcher
SAEWA Coordinator and Chair