

Memorandum of Incorporation

of

ALPHA SECURITY FORUM NPC

Memorandum of incorporation for ALPHA SECURITY FORUM NPC

1 Definitions and interpretation

1.1 In this Memorandum of Incorporation:

- (1) A reference to a section number refers to a section of the Act;
- (2) Unless inconsistent with the context, words that are defined in the Act bear the same meaning in this Memorandum of Incorporation;
- (3) The headings to the clauses are for reference purposes only and do not affect the terms of this Memorandum of Incorporation.

1.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

- (1) **Act** means the *Companies Act, 2008*;
- (2) **Board of Directors** means the board of Directors of the NPC;
- (3) **Advisory Board** means the Advisory Board of the NPC;
- (4) **Commission** means the Companies and Intellectual Property Commission;
- (5) **Commissioner** means the Commissioner for the South African Revenue Services, as defined in the Income Tax Act;
- (6) **Director** means a director of the NPC;
- (7) **Employment Equity Act** means the *Employment Equity Act, 1998*;
- (8) **IFRS** means the International Financial Reporting Standards as developed by the International Accounting Standards Board (or its successor) from time to time;
- (9) **Income Tax Act** means the *Income Tax Act, 1962*;
- (10) **NPC** means ALPHA SECURITY FORUM NPC, registration number: 2023/232997/08, a non-profit company, incorporated in accordance with the company laws of South Africa;
- (11) **NPC Objects** means the objects set out in clause 0;
- (12) **Public Benefit Activity** means a public benefit activity as defined in the Income Tax Act;
- (13) **Public Benefit Organisation** means a public benefit organisation as defined in the Income Tax Act;
- (14) **Remuneration** means remuneration as defined in the Fourth Schedule of the Income Tax Act;



- (15) **South Africa** means the Republic of South Africa, as constituted from time to time;
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Memorandum of Incorporation.
- 1.4 Unless inconsistent with the context, an expression which denotes:
- (1) any gender includes the other genders;
 - (2) a natural person includes an artificial person (including a trust) and vice versa; and
 - (3) the singular includes the plural and vice versa.
- 1.5 The schedules to this Memorandum of Incorporation, if any, form an integral part hereof and words and expressions defined in this Memorandum of Incorporation shall bear, unless the context otherwise requires, the same meaning in such schedules.
- 1.6 When, in this Memorandum of Incorporation, a particular number of business days is provided for between the happening of one event and another, the number of days must be calculated by:
- (1) excluding the day on which the first such event occurs;
 - (2) including the day on or by which the second event is to occur; and
 - (3) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in clauses 1.6(1) and 1.6(2) respectively.
- 1.7 Where any term is defined within the context of any particular clause in this Memorandum of Incorporation, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning ascribed to it for all purposes in terms of this Memorandum of Incorporation, notwithstanding that that term has not been defined in this interpretation clause.

2 Incorporation and nature of the NPC

2.1 Incorporation

- (1) The NPC was incorporated on 29/11/2023 and is a non-profit company.
- (2) The NPC is constituted subject to:
 - (a) the unalterable provisions of the Act;
 - (b) any provisions imposing on the NPC a higher standard, greater restriction, longer period of time or any similar more onerous requirement, than would otherwise apply to the NPC in terms of an unalterable provision of the Act;
 - (c) the alterable provisions of the Act, subject to the limitations, extensions, restrictions, variations or substitutions set out in this Memorandum of Incorporation; and
 - (d) the provisions of this Memorandum of Incorporation.



2.2 Powers of the NPC

- (1) This Memorandum of Incorporation does not:
 - (a) contain any restrictive conditions applicable to the NPC and any requirement, in addition to the requirements set out
 - (b) prohibit the amendment of any particular provision hereof.
- (2) The NPC has all of the legal powers and capacity of an individual, to the extent possible, subject to any restrictions, limitations or qualifications arising from this Memorandum of Incorporation.

2.3 Objects of the NPC

The object of the NPC is to provide assistance to NGO's in creating marketing and communication strategy on a non chargeable fee or discount fee which includes, but is not limited to:

- Proactive Crime Prevention: Implementing strategic measures to prevent crime before it happens.
- Effective Incident Response: Ensuring rapid and efficient responses to security incidents.
- Community Engagement: Involving community members actively in safety and security initiatives.
- Strategic Initiatives: Developing and executing plans that enhance overall community security.
- Collaborations and Partnerships: Working with Community Watch Groups, Security Companies, Estates, Emergency Response Groups, Law Enforcement, and community members.
- Sustainability: Ensuring long-term volunteer involvement and financial stability.
- Technical Innovation: Leveraging advanced technology to improve security measures.
- Environmental Beautification: Improving the physical environment to deter crime.
- Emergency Preparedness: Maintaining readiness for emergencies, including protests and natural disasters, through a color-coded response matrix and real-time intelligence.
- Community Upliftment Precinct (CUP): Addressing infrastructure issues such as roads, stormwater, electricity, and waste management.

2.4 Public Benefit Organisation Status in terms of the Income Tax Act

- (1) For so long as the NPC is a non-profit company:

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- (a) the NPC will carry out all Public Benefit Activities undertaken by it in a non-profit manner and with an altruistic and philanthropic intent;
- (b) it will at all times have at least three persons who are not connected persons in relation to each other to accept the fiduciary responsibility of the NPC. No single person will directly or indirectly control the decision making powers relating to the NPC;
- (c) the income and property of the NPC howsoever derived will be applied solely towards the furtherance of its main objects, and no portion thereof shall be distributed whether directly or indirectly, to any person (otherwise than in the course of undertaking any Public Benefit Activity) provided that nothing herein contained shall prevent payment:
 - (i) in good faith of reasonable Remuneration to any employee, office bearer or other person, having regard to what is generally considered reasonable in the sector, and in return for any services rendered or goods delivered to the NPC, subject to the provisions of clause 3.7
 - (ii) of, or reimbursement for, expenses incurred to advance a stated object of the NPC;
 - (iii) of an amount due and payable by the NPC in terms of a bona fide agreement between the NPC and that person or another;
 - (iv) in respect of any rights of that person, to the extent that such rights are administered by the NPC in order to advance a stated object of the NPC; or
 - (v) in respect of any legal obligation binding on the NPC;
- (d) upon its winding up, deregistration or dissolution:
 - (i) no past or present Director of the NPC, or person appointing a Director of the NPC, is entitled to any part of the net value of the NPC after its obligations and liabilities have been satisfied; and
 - (ii) the assets of the NPC remaining after the satisfaction of all its liabilities shall be transferred to:
 - (A) any public benefit organisation approved in terms of section 30(3)(b)(iii) of the Income Tax Act;
 - (B) any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity; or
 - (C) the government of the Republic in the national, provincial or local sphere, contemplated in section 10(1)(a) of the Income Tax Act,
 - (iii) which is required to use those assets solely for purposes of carrying on one or more public benefit activities
- (e) all activities of the NPC will be for the benefit of, or widely accessible to, the general public at large stakeholders;

- (f) the NPC will not accept any donation which is revocable at the instance of the donor, save to the extent contemplated in section 30(3)(b)(v) of the Income Tax Act;
- (g) the NPC will submit to the Commissioner the original of this Memorandum of Incorporation and a copy of any amendment to this Memorandum of Incorporation;
- (h) the NPC will comply with such reporting requirements as may be determined from time to time by the Commissioner;
- (i) the NPC shall not economically benefit any person in a manner which is not consistent with its objects;
- (j) the NPC shall comply with such further conditions as may be prescribed from time to time in terms of section 30(3) of the Income Tax Act;
- (k) the NPC will not use its resources directly or indirectly to support, advance or oppose any political party;
- (l) and to the extent that the NPC is to donate funds to any association of persons contemplated in paragraph 10(iii) of Part 1 of the Ninth Schedule of the Income Tax Act, the NPC shall take reasonable steps to adopt reasonable measures to ensure that the relevant funds are utilised by the association for the purpose for which it has been provided by the NPC;
- (m) the NPC shall not knowingly be a party to or knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was 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 the Income Tax Act or under any other act administered by the Commissioner; and
- (n) the Directors shall cause any books of account, records or other documents relating to the NPC:
 - (i) where kept in book form, to be retained and carefully preserved for a period of five years after the date of the last entry in any book; or
 - (ii) where not kept in book form, to be retained and carefully preserved for a period of five years after completion of the transactions, act or operations to which they relate.
- (2) For the purposes of clause 2.4, any reference to a section of the Income Tax Act or any regulation promulgated thereunder shall be a reference to that section or regulation as at the date of adoption of this Memorandum of Incorporation, and as amended or substituted from time to time. To the extent that the any provisions of this Memorandum of Incorporation conflict with the provisions of this clause, the provisions of this clause shall prevail over such conflicting clause.

2.5

Donations

- (1) The NPC shall in respect of every donation received from a person liable for tax in South Africa, furnish the donor with a receipt on which the following particulars shall be given:
 - (a) the reference number issued to the NPC by the Commissioner;

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- (b) the date of receipt of the donation;
 - (c) the name of the NPC, together with an address to which enquiries may be directed in connection therewith;
 - (d) the name and address of the donor;
 - (e) the amount of the donation or the nature of the donation if not in cash; and
 - (f) a certificate to the effect that the receipt is issued for the purposes of section 18A of the Income Tax Act, and that the donation has been or will be used exclusively for the objects of the NPC.
- (2) The NPC will only issue a receipt contemplated in clause 2.5(1) in respect of any donation to the extent that:
- (a) the NPC carries on the activities contemplated in Parts I and II of the Ninth Schedule of the Income Tax Act and that the donation will be utilised solely in carrying on the activities contemplated in Part II of the Ninth Schedule of the Income Tax Act; or
 - (b) the NPC provides funds or assets to any Public Benefit Organisation, institution or Board or body contemplated in section 10(1)(cA)(i) of the Income Tax Act:
 - (i) the NPC will within 12 months after the end of the relevant year of assessment distribute or incur the obligation to distribute at least 50% of all the funds received by way of donation during the year in which receipts were issued; and
 - (ii) if the NPC provides funds to Public Benefit Organisations, institutions, boards or bodies that carry on activities contemplated in Part II of the Ninth Schedule of the Income Tax Act and other activities, those funds will be utilised solely in carrying out the activities contemplated in Part II of the Ninth Schedule of the Income Tax Act.

2.6 Memorandum of Incorporation and NPC rules

- (1) This Memorandum of Incorporation of the NPC may be altered or amended:
 - (a) in compliance with a court order effected by a resolution of the Board of Directors; or
 - (b) subject to clause 6.1, by a resolution of the Board of Directors of the NPC.
- (2) An amendment contemplated in clause 2.6(1) may take the form of:
 - (a) a new Memorandum of Incorporation in substitution for the existing Memorandum of Incorporation; or
 - (b) one or more alterations to the existing Memorandum of Incorporation by:
 - (i) changing the name of the NPC;
 - (ii) deleting, altering or replacing any of its provisions;
 - (iii) inserting any new provisions; or

- (iv) making any combination of such alterations.
- (3) After amending its Memorandum of Incorporation, the NPC must file a Notice of Amendment with the Commission in accordance with the requirements contemplated in sections 16(7) and (8) of the Act.
- (4) An amendment to this Memorandum of Incorporation takes effect:
 - (a) in the case of an amendment that changes the name of the NPC, on the date set out in the amended registration certificate issued by the Commission; or
 - (b) in any other case, on the later of:
 - (i) the date on, and time at, which the Commission accepts the filing of the Notice of Amendment; or
 - (ii) the date, if any, set out in the Notice of Amendment.
- (5) The Board of Directors has, subject to clause 6.1, authority to make, amend or repeal any necessary or incidental rules relating to the governance of the NPC in respect of matters that are not addressed in this Memorandum of Incorporation or the Act, by filing a copy of those rules, or any amendment or repeal thereof, with the Commission.
- (6) Any necessary or incidental rules made, amended or repealed as contemplated in clause 2.6(5):
 - (a) take effect on the later of:
 - (i) ten business days after the rule is filed with the Commission; or
 - (ii) the date, if any, specified in the rule; and
 - (b) are binding:
 - (i) on an interim basis from the time it takes effect until it is put to a vote at the next Directors meeting of the NPC; and
 - (ii) on a permanent basis only if it has been ratified by a resolution at the meeting contemplated in clause 2.6(6)(b)(i).

2.7 Application of optional provisions of the Act

The NPC, as a non-profit company, elects to have its annual financial statements audited every year and for that purpose, the NPC:

- (1) elects to comply voluntarily with Parts A and C of Chapter 3 of the Act; and
- (2) does not elect to comply voluntarily with the extended accountability requirements contained in Parts B and D of Chapter 3 of the Act.

2.8 Non-profit Company provisions

The NPC is a non-profit company; and

- (1) must apply all of its assets and income, however derived, to advance its stated objects, as set out in this Memorandum of Incorporation; and

- (2) subject to clause 2.11(1)(a) may:
 - (a) acquire and hold securities issued by a profit company; or
 - (b) directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to the NPC's stated objects.

2.9 Membership

As contemplated in Item 4 (1) of Schedule 1 of the Act, the NPC shall have a limited set of members that shall constitute the governing body of the NPC (the Advisory Board).

3 Directors, officers and committees

3.1 Management of the NPC

- (1) The management of the NPC is shared between two different bodies, namely:
 - (a) the Board of Directors;
 - (b) the NPC Executive Committee.
- (2) The Board of Directors is responsible for the general management of the NPC, subject to clause 6.1, The Board of Directors are further regulated by the provisions of clauses 3.1(3) to 3.9 (both inclusive) below.
- (3) Board of Directors has also delegated to each of the members of the NPC Executive Committee the day to day management of the NPC. The NPC Executive Committee is further regulated by the provisions of clause 5.

3.2 Composition of the Board of Directors

- (1) The NPC's Board of Directors must comprise not less than three Directors.
- (2) The *ex officio* directors of the NPC are:
 - (a) the NPC Executive Manager; and
 - (b) the chairperson of the Advisory Board.
- (3) In addition to the individuals appointed as Directors in clause 3.2(2), the Advisory Board shall nominate one person for appointment as Director of the NPC.
- (4) The Advisory Board may request the removal or the replacement, of any Director nominated by the Advisory Board in accordance with clause 3.2(3).
- (5) In any election of Directors, the election is to be conducted as a series of votes of the Advisory Board, each of which is on the candidacy of a single individual to fill a single position.
- (6) In each vote to fill a position, each voting right entitled to be exercised may be exercised once and the position is filled only if a majority of the voting rights exercised by the Advisory Board support the candidate.
- (7) The chairperson of the Board of Directors shall be the chairperson of the Advisory Board

- (8) To become or to continue to act as a Director or a prescribed officer of the NPC, a person must not be:
- (a) a juristic person;
 - (b) an unemancipated minor, or a person under a similar legal disability;
 - (c) a person who is declared to be of unsound mind;
 - (d) a person who has been declared a delinquent or placed under probation by a court in terms of section 162 or section 47 of the *Close Corporations Act, 1984*, except to the extent permitted by the order of probation;
 - (e) an unrehabilitated insolvent;
 - (f) prohibited in terms of any public regulation to be a Director;
 - (g) removed from an office of trust, on the grounds of misconduct involving dishonesty;
 - (h) a person who has been convicted, in the South Africa or elsewhere, and imprisoned without the option of a fine, or fined more than the prescribed amount, for theft, fraud, forgery, perjury or an offence:
 - (i) involving fraud, misrepresentation or dishonesty;
 - (ii) in connection with the promotion, formation or management of a company;
 - (iii) in connection with having been appointed as a Director or acting as a Director whilst ineligible or disqualified, or whilst having been placed under probation by a court;
 - (i) under the Act, the *Insolvency Act, 1936*, the *Close Corporations Act, 1984*, the *Competition Act, 1998*, the *Financial Intelligence Centre Act, 2001*, the *Securities Services Act, 2004*, or Chapter 2 of the *Prevention and Combating of Corruption Activities Act, 2004*;
 - (j) a person convicted of any offence set out in Parts 2 and 3 of Schedule 2 of the *Criminal Procedure Act, 1977*;
 - (k) a person who has been charged with and / or convicted of a sexual offence as defined in the Sexual Offences Act;
 - (l) a person from whose care a child has been removed, or has been refused contact with a child under the provisions of the Children's Act;
 - (m) a person whose name appears in the National Register for Sex Offenders as defined in the Sexual Offences Act, or Part A or Part B of the National Child Protection Register, as defined in the Children's Act;
 - (n) a person employed as a member of staff or in fulltime or part-time service of the NPC, except for *ex officio* Directors of the NPC; and
 - (o) a person who is directly or indirectly interested in any contract with the NPC or participates in the profits of any contract with the NPC, provided however, that a member of the Board of Directors shall not vacate his office by reason of his having any interest in the profits or his being a member of any company

or corporation which has entered into contracts with or done work for the NPC if s/he shall have declared the nature of the interest in manner required in section 75 of the Act.

3.3 Alternate Directors

- (1) The Advisory Board shall be entitled to nominate an alternate Director to act in the place of an existing Director as the occasion arises and during their absence.
- (2) An alternate Director shall, be subject in all respects to the terms and conditions applicable to the Director on whose behalf he or she acts, and each alternate Director shall be entitled:
 - (a) to receive notice of all meetings of the Directors or of any committee of the Directors of which the Director on whose behalf the alternate acts is a member;
 - (b) to attend and vote at any such meetings at which the Director on whose behalf the alternate acts is not personally present;
 - (c) to furnish written consent to adopt a decision which could be voted on at a Board meeting;
 - (d) to be appointed as an alternate to more than one Director and shall have a vote for each Director for whom such alternate acts, in addition to their own vote as Director, if any; and
 - (e) generally, to exercise and discharge all the functions, powers and duties of the Director on whose behalf the alternate acts in such Director's absence as if such alternate were a Director.
- (3) An alternate Director shall cease to be an alternate Director if the Director on whose behalf the alternate acts, ceases for any reason to be a Director.

3.4 Authority of the Board of Directors

- (1) The Board of Directors is responsible for the day to day management of the NPC, subject to clause 6.1 below. For the purpose of carrying out the objectives of the NPC, the Board of Directors shall have the following powers and functions:
 - (a) to receive and collect contributions and donations that may be made to the NPC either in money or other assets of whatever nature, whether movable or immovable, and to accept such contributions and donations for and on behalf of the NPC;
 - (b) to enter into relevant and appropriate contracts, instruments, arrangements or releases;
 - (c) to conclude relevant and appropriate lease agreements with any persons or association for the use of any portion of the Property;
 - (d) to enter into relevant and appropriate arrangements with any government or other authority, whether central, provincial, religious, ministerial or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to all or any one of the NPC's objectives;

- (e) to invest and deal with funds of the NPC not immediately required upon such terms and conditions as may from time to time be determined;
 - (f) to establish, maintain and operate a pension or provident fund for the employees of the NPC;
 - (g) to establish, maintain and operate a medical aid scheme for the employees of the NPC;
 - (h) to appoint a relevant and appropriate company, firm, person or body of persons to be the attorney or agent of the NPC for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors in terms of this Memorandum of Incorporation), and for such period and on such terms and conditions as may be deemed appropriate, which may include the authority of such attorney or agent to sub-delegate any of its powers, authorities or discretions;
- (2) In carrying out the functions set out in clause 3.4(1), the Board of Directors shall:
- (a) seek the advice of the Advisory Board in respect of any decisions which are likely to materially affect the NPC;
 - (b) consult with the Advisory Board when undertaking any functions of the Board of Directors; and
 - (c) refer any decisions which the Board of Directors believe to be within the expertise of the Advisory Board to the Advisory Board for consideration.

3.5 Directors' meetings

- (1) The chairperson of the Board of Directors of the NPC:
 - (a) may call a meeting of the Board at any time; and
 - (b) must call such a meeting if required to do so by at least two Directors.
- (2) A meeting of the Board of Directors of the NPC shall be held:
 - (a) at any time when called by the chairperson of the Board of Directors in terms of clause 3.5(1); and
 - (b) if required to do so in terms of clause 3.5(1)(b).
- (3) Notwithstanding clause 3.5(1), any Director may call a meeting of Directors if such Director considers there is good reason to do so.
- (4) The authority of the Board of Directors to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting, is not restricted or varied by this Memorandum of Incorporation.
- (5) The authority of the Board of Directors to adopt a decision, that could be voted on at a Board meeting, by way of 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, is not restricted or varied by this Memorandum of Incorporation. Any decision made in the manner contemplated in this 3.5(5) has the same effect as if it had been approved by voting at a meeting.

- (6) The Board of Directors may determine the form and time for giving notice of its meetings but such a determination must comply with any requirements set out in this Memorandum of Incorporation or the NPC's rules.
- (7) The authority of the Board of Directors to proceed with a meeting even if there was a failure to give the required notice or there was a defect in the giving of such notice, provided that all of the Directors acknowledge actual receipt of the notice or are present at the meeting or waive notice of the meeting, is not restricted or varied by this Memorandum of Incorporation.
- (8) The quorum requirement for a meeting is a majority of Directors.
- (9) Each Director has one vote on a matter and a majority of votes cast on a resolution is sufficient to approve that resolution.
- (10) In the case of a tied vote the chairperson will have a deciding vote in addition to his deliberative vote as a member of the Advisory Board.

3.6 **Directors' power to affect borrowing**

Subject to Clause 6.1, the Board of Directors may raise or borrow funds from time to time for the purposes of the NPC, and may secure the payment or repayment of any such sums by guarantee, bond or mortgage upon all or any of the property or assets of the NPC or by the issue of debt instruments or otherwise as approved by the Advisory Board.

3.7 **Directors' compensation and financial assistance**

- (1) The NPC shall not, directly or indirectly pay any portion of its income or transfer any of its assets, regardless of how the income or asset was derived, to any person who is or was an incorporator of the NPC, or who is a Director, or person appointing a Director, of the NPC, except –
 - (a) for reimbursement for, expenses incurred to advance a stated object of the NPC;
 - (b) in respect of any legal obligation binding on the NPC.

3.8 **Indemnification of Directors**

- (1) For purposes of this clause 3.8, **Director** includes a former Director, an alternate Director, a prescribed officer or a person who is a member of a committee of a Board of Directors of the NPC, or of the audit committee of the NPC, irrespective of whether or not the person is also a member of the Board of Directors.
- (2) The authority of the NPC to advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the NPC and to directly or indirectly indemnify a Director for such expenses if those proceedings are abandoned or exculpate the Director or arise in respect of any liability for which the NPC may indemnify the Director, is not restricted or varied by this Memorandum of Incorporation.

- (3) The authority of the NPC to indemnify a Director in respect of any liability for which the NPC may indemnify a Director, is not restricted or varied by this Memorandum of Incorporation.
- (4) The authority of the NPC to purchase insurance to protect:
 - (a) a Director against any liability or expenses for which the NPC may indemnify a Director as contemplated in clause 3.8(2) or clause 3.8(3); or
 - (b) the NPC against any contingency including but not limited to any expenses that the NPC is permitted to advance or for which the NPC is permitted to indemnify a Director as contemplated in clause 3.8(2) or any liability for which the NPC is permitted to indemnify a Director as contemplated in clause 3.8(3),is not restricted or varied by this Memorandum of Incorporation.
- (5) The NPC shall be entitled to claim restitution from a Director or a related NPC for any money paid directly or indirectly by the NPC to or on behalf of that Director in any manner inconsistent with this clause 3.8 or the Act.

3.9 Authentication of documents

- (1) Subject to Clause 6.1, any Director or any person appointed by the Directors for this purpose shall have power to authenticate any resolutions passed by the Directors, and any books, records, accounts and other documents relating to the NPC, and to certify copies or extracts from those documents as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the registered office, the local manager or other officer of the NPC having the custody of the documents at such other place shall be deemed to be the person so appointed.
- (2) A document purporting to be a copy of a resolution of the Directors or an extract from the minutes of a meeting of the Directors which is certified in accordance with clause 3.10(1) is prima facie evidence in favour of all persons dealing with the NPC that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

4 Advisory Board

4.1 Composition of the Advisory Board

- (1) The Advisory Board must comprise of minimum of 3 members and a maximum of 10 members.
- (2) The Directors of the NPC shall automatically be members of the Advisory Board.

4.2 Appointment of Advisory Board

- (1) All recommendations in respect of new members for appointment to the Advisory Board shall be listed and placed before the existing Advisory Board.
- (2) To become, or to continue to act as a member of the Advisory Board, a person must not be:
 - (a) an un-emancipated minor, or a person under a similar legal disability;

- (b) a person who is declared to be of unsound mind;
 - (c) a person who has been declared a delinquent or placed under probation by a court in terms of section 162 or section 47 of the *Close Corporations Act, 1984*, except to the extent permitted by the order of probation;
 - (d) an un-rehabilitated insolvent;
 - (e) prohibited in terms of any public regulation to be a Director;
 - (f) removed from an office of trust, on the grounds of misconduct involving dishonesty;
 - (g) a person who has been convicted, in the South Africa or elsewhere, and imprisoned without the option of a fine, or fined more than the prescribed amount, for theft, fraud, forgery, perjury or an offence:
 - (i) involving fraud, misrepresentation or dishonesty;
 - (ii) in connection with the promotion, formation or management of a company;
 - (iii) in connection with having been appointed as a Director or acting as a Director whilst ineligible or disqualified, or whilst having been placed under probation by a court.
- (3) New members of the Advisory Board shall be appointed by a majority vote of the existing Advisory Board.
- (4) All Advisory Board will be obliged to sign the Board Members Charter once they have been elected as a member of the Advisory Board, and will be obliged to confirm in writing that they are not disqualified to become a Board member in terms of clause 4.2(2) above. A member of the Advisory Board, by accepting his/her appointment, shall be deemed to have agreed to be bound by the provisions of the Charter.
- (5) The Advisory Board must nominate and elect a chairperson from amongst its members, who shall serve for a three year term subject to re-election should that individual be willing to serve for another three year term
- (6) The Advisory Board may elect a deputy chairperson from amongst its members to act as chairperson if the chairperson is unavailable to attend any meeting of the Advisory Board. The deputy chairperson shall not become the chairperson at the resignation or removal of the chairperson.
- (7) Employees of the NPC and family members of employees of the NPC will not be permitted to be appointed as members of the Advisory Board, without the prior written approval of the Advisory Board.

4.3 Term of Office

- (1) With the exception of those members contemplated in clause 4.1(2) and **Error! Reference source not found.**, at least one third of the longest serving members of the Advisory Board must serve their resignations on the Advisory Board every three years. For the avoidance of doubt:
 - (a) the members to retire every three years shall be those who have been longest in office since their last appointment;

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- (b) the Board will have the authority to reappoint those members should they be willing to serve for another three year term; and
 - (c) the first rotation of members as is required in terms of this clause 4.3(1) will only take place on the third anniversary date of the adoption of this Memorandum of Incorporation.
- (2) A member of the Advisory Board shall be deemed to no longer be a member of the Advisory Board upon:
- (a) Him/her providing notice in writing to the Chairperson that he/she resigns as a member;
 - (b) He/she becomes of unsound mind;
 - (c) He/she surrenders their estate as insolvent, or his estate is sequestrated;
 - (d) He/she is convicted of an offence which involves fraud, perjury or dishonesty;
 - (e) If, at a meeting of the Advisory Board, he/she is voted to be removed as a member by 75% of the member of the Advisory Board, provided that the member of the Advisory Board who is to be removed is given notice of the meeting, including a copy of a statement setting out the reasons for his/her removal, to permit the member of the Advisory Board to prepare and have an opportunity to make representations to the Advisory Board, either in person or via a representative, before the decision is put to vote;
 - (f) on nonattendance of a member of the Advisory Board at three successive meetings, without good cause.
- (3) The dismissal and removal of members of the Advisory Board must be done in accordance with clause 4.5 below.

4.4 **Advisory Board' meetings**

- (1) The chairperson of the Advisory Board:
- (a) may call a meeting of the Advisory Board at any time; and
 - (b) must call such a meeting if required to do so by at least 75% of the members of the Advisory Board
- (2) A meeting of the Advisory Board of the NPC shall be held:
- (a) three times per annum;
 - (b) at least once a term; and
 - (c) if required to do so in terms of clause 4.4(1)(b).
- (3) The Advisory Board is entitled to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication.
- (4) The quorum requirement for a meeting is 50% of the Advisory Board including two Directors.
- (5) Each Advisory Board member has one vote on a matter and a majority of votes cast on a resolution is sufficient to approve that resolution for the consideration of the Directors.
- (6) To the extent that the NPC wishes to hold a Advisory Board meeting simultaneously with a meeting of the Board of Directors, the provisions relating to quorum and notice in clause 3.5 shall apply. Each decision to be voted on

will first be voted on by the members of the Advisory Board and, if approved, shall be referred to the Directors for a final vote. Directors will be required to vote on any decisions (i) in their capacity as a member of the Advisory Board and (ii) in their capacity as Directors.

4.5 Advisory Board Charter

- (1) The Advisory Board are responsible for the governance and strategic planning of the NPC.
- (2) The Charter of the Advisory Board shall be drafted by the Advisory Board and approved by a majority vote of the members of the Advisory Board.
- (3) Any amendment proposed to the Charter of the Advisory Board must be tabled at a meeting of the Advisory Board and approved by majority vote.
- (4) The Charter of the Advisory Board will:
 - (a) define the responsibilities and governing role of that body in assisting the NPC Executive Committee and the Board of Directors in its functions;
 - (b) govern the dismissal and removal of a member of the Advisory Board
 - (c) govern the dismissal and removal of a member of the NPC Executive Committee;
 - (d) provide for the following subcommittees of the Board of Directors,
 - (i) Finance committee;
 - (ii) Infrastructure committee;
 - (iii) NPC Executive committee;
 - (iv) Bursaries & Scholarships committee;
 - (v) Transformation committee; and
 - (vi) Remuneration committee.
- (5) The Remuneration of the NPC Executive shall be the responsibility of the chairperson of Advisory Board via a remuneration committee.

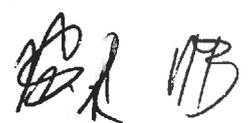
5 NPC Executive Committee

5.1 Appointment and functions of the members of the NPC Executive Committee

- (1) The NPC Executive Committee is responsible for the day to day management of the NPC.

6 Reserved Matters

- 6.1 Notwithstanding any other provision of this Memorandum of Incorporation, the Board of Directors, or a subcommittee, shall refer all decisions relating to the following matters to the Advisory Board for guidance, direction and approval.



- (1) any amendment to this Memorandum of Incorporation
- (2) the disposal of the whole or a substantial part of any the NPC's business or assets;
- (3) any merger or amalgamation with any other entity;
- (4) the liquidation or winding-up, de-registration or the discontinuation of the business activities of the NPC;
- (5) any material change in the nature of the business of the NPC;
- (6) any material change to the NPC Objects;
- (7) the conversion from a non-profit company to a profit company.
- (8) NPC Strategy
- (9) Capital investments in excess of R500 000.00;
- (10) Major contracts with service providers in excess of R500 000.00;
- (11) Arranging for bank lending facilities in excess of R2 000 000.00;
- (12) Budgets
- (13) Fees
- (14) Appointment or removal of the NPC executive
- (15) Appointment of an ad hoc committee to deal with a specific issue.

7 General Provisions

7.1 Accounts

- (1) The NPC's Board of Directors must keep accurate and complete accounting records required or prescribed by the Act.
- (2) The accounting records must be kept at the registered office of the NPC or (subject to the provisions of section 25 of the Act) at such other location within the South Africa as the Board of Directors thinks fit, and shall at all times be accessible and open to inspection by the Board of Directors.
- (3) The Board of Directors must, in accordance with sections 30 and 31 of the Act and IFRS, cause to be prepared and laid before the NPC at its annual Board meeting those annual financial statements and reports and group annual financial statements and reports, if any.

7.2 Conversion of the NPC to a profit company, disposal of assets, mergers and amalgamations

- (1) The NPC may not amalgamate or merge with, or convert to, a profit company, or dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the NPC.

- (2) Any proposal to dispose of all or the greater part of the NPC's assets or undertaking or to amalgamate or merge with another non-profit NPC must be submitted to the Advisory Board for approval, in a manner comparable to that required of profit companies in accordance with sections 112 and 113 of the Act, respectively.
- (3) Sections 115 and 116 of the Act, read with the changes required by the context, apply with respect to the approval of a proposal contemplated in clause 7.2(2) above.

7.3 Winding-up

- (1) Upon the winding-up or dissolution of the NPC, no past or present Director of the NPC, or person appointing a Director of the NPC, is entitled to any part of the net value of the NPC after its obligations and liabilities have been satisfied.

The entire net value of the NPC must be distributed in accordance with clause 2.4(1)(d) to the Trust as a Public Benefit Organisation or non-profit trust which has similar objects to that of the NPC.

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ALPHA SECURITY FORUM NPC (REG NO: 2023 / 232997 / 08)

**RESOLUTIONS TAKEN BY THE DIRECTORS AT THE GENERAL MEETING
HELD AT Pretoria ON 8th August 2024**

On the motion of the chairperson it was unanimously resolved that the following resolution be passed without modification:

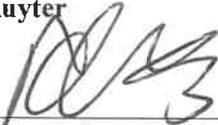
RESOLUTION 1

RESOLVED THAT: ADOPTION OF THE MEMORANDUM OF INCORPORATION

The attached Memorandum of Incorporation was adopted by resolution at a meeting of the directors



A Ruyter



RL Hendricks



MCA Beale