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**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in GET Holdings Limited (“Company”), you should at once hand or forward this circular and the accompanying form of proxy to the purchaser, the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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**GET HOLDINGS LIMITED**

**智易控股有限公司\***

*(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)*

**(Stock code: 8100)**

- (1) PROPOSED TERMINATION OF THE EXISTING SHARE OPTION SCHEME AND ADOPTION OF THE NEW SHARE OPTION SCHEME;**  
**(2) PROPOSED CHANGE OF COMPANY NAME;**  
**(3) PROPOSED SHARE PREMIUM CANCELLATION;**  
**(4) PROPOSED ADOPTION OF NEW BYE-LAWS; AND**  
**(5) NOTICE OF SPECIAL GENERAL MEETING**

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A notice convening the SGM to be held at 11:00 a.m. on Tuesday, 25 June 2024 at Room 1-2, 2/F, 35-45B Bonham Strand, Sheung Wan, Hong Kong, is set out on pages SGM-1 to SGM-6 of this circular. A form of proxy for use by the Shareholders at the SGM is published on the website of the Stock Exchange and that of the Company.

Whether or not you are able to attend and vote at the SGM, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company’s branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 11:00 a.m. (Hong Kong time) on Sunday, 23 June 2024 or not less than 48 hours before the time appointed for holding any adjourned SGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish, and in such case, the form of proxy previously submitted shall be deemed to be revoked.

*This circular will remain on the “Latest Listed Company Information” page of the Stock Exchange’s website at [www.hkexnews.hk](http://www.hkexnews.hk) for a minimum period of seven days from the date of its publication and on the Company’s website at [www.geth.com.hk](http://www.geth.com.hk).*

31 May 2024

\* For identification purposes only

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## CHARACTERISTICS OF GEM

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GEM has been positioned as a market designed to accommodate small and mid-sized companies to which a higher investment risk may be attached than other companies listed on the Main Board of the Stock Exchange. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration.

Given that the companies listed on GEM are generally small and mid-sized companies, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board of the Stock Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM.

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## DEFINITIONS

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*In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:*

“Adoption Date”	the date on which the New Share Option Scheme is adopted upon fulfilment of the conditions in accordance with the rules of the New Share Option Scheme
“associate(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“Board”	the board of Directors
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities
“Bye-laws”	the bye-laws of the Company currently in force
“close associate(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“Companies Act”	the Companies Act 1981 of Bermuda (as amended and supplemented from time to time)
“Company”	GET Holdings Limited, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and the issued Shares of which are listed on GEM
“Contributed Surplus Account”	the contributed surplus account of the Company within the meaning of the Companies Act
“connected person(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“core connected person(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“Director(s)”	the director(s) of the Company
“Effective Date”	the date of the SGM, being the date on which the Proposed Share Premium Cancellation will be completed and become effective (subject to the fulfillment of the conditions set forth in the section headed “Conditions of the Proposed Share Premium Cancellation” in this circular)
“Eligible Participant(s)”	means:  (a) the Employee Participant(s); and  (b) the Related Entity Participant(s)

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## DEFINITIONS

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“Employee Participant(s)”	director(s) and employee(s) (whether full-time or part-time) of the Company or any of its subsidiaries (including persons who are granted Options under the New Share Option Scheme as an inducement to enter into employment contracts with such companies)
“Existing Share Option Scheme”	the share option scheme adopted by the Company on 15 June 2017
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Grantee”	any Eligible Participant who accepts the Offer in accordance with the rules of the New Share Option Scheme
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Latest Practicable Date”	27 May 2024, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained herein
“New Bye-laws”	the second amended and restated bye-laws of the Company incorporating and consolidating all the Proposed Amendments
“New Share Option Scheme”	the new share option scheme proposed to be adopted by the Company at the SGM
“Offer”	an offer for the grant of an Option made in accordance with the New Share Option Scheme
“Offer Date”	the date, which must be a Business Day, on which an Offer is made to an Eligible Participant
“Option(s)”	any option(s) to be granted to Eligible Participant(s) to subscribe for new Share(s) under the New Share Option Scheme

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## DEFINITIONS

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“Option Period”	in respect of any particular Option, the period to be determined and notified by the Directors to the Grantee thereof at the time of making an Offer provided that such period shall not exceed a period of 10 years from the Offer Date of the particular Option
“Personal Representative(s)”	the person or persons who, in accordance with the laws of succession applicable in respect of the death of a Grantee, is or are entitled to exercise the Option granted to such Grantee (to the extent not already exercised)
“PRC”	the People’s Republic of China, and for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan
“Proposed Amendments”	the proposed amendments to the existing Bye-laws as set out in Appendix II to this circular
“Proposed Change of Company Name”	the proposal for the Company to change its English name from “GET Holdings Limited” to “Famous Tech International Holdings Limited” and to register “名科國際控股有限公司” as its secondary name in Chinese
“Proposed Share Premium Cancellation”	the proposed cancellation of the entire amount standing to the credit of the Share Premium Account as at the Effective Date to nil with the credit arising therefrom be transferred to the Contributed Surplus Account and be applied in such manner as permitted under the laws of Bermuda and the Bye-laws
“Related Entity Participant(s)”	director(s) and employee(s) (whether full-time or part-time) of the holding companies, fellow subsidiaries or associated companies of the Company
“Remuneration Committee”	the remuneration committee of the Board
“SGM”	the special general meeting of the Company to be held at 11:00 a.m. on Tuesday, 25 June 2024 at Room 1-2, 2/F, 35-45B Bonham Strand, Sheung Wan, Hong Kong, the notice of which is set out on pages SGM-1 to SGM-6 of this circular

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## DEFINITIONS

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“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Share Premium Account”	the share premium account of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option as determined in accordance with the New Share Option Scheme
“Takeovers Code”	the Code on Takeovers and Mergers issued by the Securities and Futures Commission in Hong Kong
“Termination Date”	close of business of the Company on the date which falls 10 years after the Adoption Date
“%”	per cent.

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LETTER FROM THE BOARD

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**GET HOLDINGS LIMITED**

**智易控股有限公司\***

*(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)*

**(Stock code: 8100)**

*Executive Directors:*

Mr. Wong Jing Shong (*Chairman*)

Mr. Lau Siu Cheong (*Chief Executive Officer*)

*Independent non-executive Directors:*

Mr. Chan Yung, *BBS, JP*

Mr. Cheng Hong Kei

Ms. Wong Chi Yan

*Registered office:*

Clarendon House

2 Church Street

Hamilton HM11

Bermuda

*Head office and principal place of  
business in Hong Kong:*

Room 1204-05, 12/F., Centre Point

181-185 Gloucester Road

Wanchai

Hong Kong

31 May 2024

*To the Shareholders*

Dear Sir or Madam

- (1) PROPOSED TERMINATION OF THE EXISTING SHARE OPTION  
SCHEME AND ADOPTION OF THE NEW SHARE OPTION SCHEME;  
(2) PROPOSED CHANGE OF COMPANY NAME;  
(3) PROPOSED SHARE PREMIUM CANCELLATION; AND  
(4) PROPOSED ADOPTION OF NEW BYE-LAWS**

**1. INTRODUCTION**

The purpose of this circular is to give you notice of the SGM and to provide you with information regarding (i) the proposed termination of the Existing Share Option Scheme and adoption of the New Share Option Scheme; (ii) the Proposed Change of Company Name; (iii) the Proposed Share Premium Cancellation; and (iv) the proposed adoption of the New Bye-laws (including the Proposed Amendments).

\* *For identification purposes only*



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## LETTER FROM THE BOARD

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### **2 PROPOSED TERMINATION OF THE EXISTING SHARE OPTION SCHEME AND ADOPTION OF THE NEW SHARE OPTION SCHEME**

#### **The Existing Share Option Scheme**

The Existing Share Option Scheme was approved by the Shareholders at the annual general meeting of the Company on 13 June 2017 and adopted on 15 June 2017, under which the Board may offer options to the eligible participants prescribed in the Existing Share Option Scheme in its discretion.

Pursuant to the GEM Listing Rules and the Existing Share Option Scheme, the maximum number of Shares which may fall to be issued upon exercise of all share options to be granted under the Existing Share Option Scheme and any other share schemes for the time being of the Company is 44,444,823, representing approximately 10% of the total number of issued Shares as at the date of the approval of the Existing Share Option Scheme in the annual general meeting of the Company on 13 June 2017.

As at the Latest Practicable Date, there were no share options granted under the Existing Share Option Scheme which remain outstanding or unexercised, and the total number of share options available for issue under the Existing Share Option Scheme was 44,444,823 Shares, representing approximately 10% of the issued shares of the Company as at such date.

#### **Adoption of the New Share Option Scheme**

In view of the latest amendments to Chapter 23 of the GEM Listing Rules about share schemes of listed issuers which took effect on 1 January 2023 and the fact that the terms and conditions of the Existing Share Option Scheme do not fully comply with such latest requirements of the GEM Listing Rules, the Directors propose the termination of the Existing Share Option Scheme and the adoption of the New Share Option Scheme. The Directors consider that the adoption of the New Share Option Scheme, which will be valid for 10 years from the Adoption Date, can allow the Company to be more flexible in the long term planning of granting of the Options to Eligible Participants and effectively provide incentives and rewards to suitable and eligible persons for their contributions and potential contributions to the Group.

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## LETTER FROM THE BOARD

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While the adoption of the New Share Option Scheme is not conditional upon the termination of the Existing Share Option Scheme, the termination of the Existing Share Option Scheme is conditional upon the New Share Option Scheme having become effective. As the termination of the Existing Share Option Scheme and the adoption of the New Share Option Scheme are to be approved in the same resolution, in practice the New Share Option Scheme, once becoming effective, will replace the Existing Share Option Scheme. As at the Latest Practicable Date, there were no outstanding options under the Existing Share Option Scheme and the Board had no intention to grant any options under the Existing Share Option Scheme prior to the date of the SGM.

### ***Purpose***

The purpose of the New Share Option Scheme is to enable the Group to grant Options to the Eligible Participants as incentives and rewards for their contribution to the Group and/or to enable the Group to recruit and retain high-calibre personnel and attract human resources that are valuable to the Group and whose contributions are important to the long-term development and profitability of the Group.

### ***Eligible Participants***

The rules of the New Share Option Scheme will enable the Company to grant Options to the Eligible Participants including (a) the Employee Participants; and (b) the Related Entity Participants.

The basis of eligibility of the Eligible Participants will be determined in accordance with all relevant factors, a summary of which is set out in paragraph 3 of Appendix I to this circular:

1. to determine the eligibility of the Employee Participants, the Board will consider all relevant factors as appropriate as referred to in the factors set out in the sub-paragraph headed “Employee Participants” in paragraph 3 of Appendix I to this circular; and
2. to determine the eligibility of the Related Entity Participants, the Board will take into account all relevant factors and criteria based on the nature of the contributions made by such parties, as referred to in the factors and criteria set out in the sub-paragraph headed “Related Entity Participants” in paragraph 3 of Appendix I to this circular.

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## LETTER FROM THE BOARD

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The Directors (including the independent non-executive Directors) are of the view that the adoption of the New Share Option Scheme aligns with the market practice of incentivising the Employee Participants to work towards enhancing the Group's corporate value and achieving the long-term objectives for the benefit of the Group as a whole. The Directors (including the independent non-executive Directors) are of the view that the eligibility of the Related Entity Participants to participate in the New Share Option Scheme is consistent with the purposes of the New Share Option Scheme, which allows the Group to use Options as incentives and rewards instead of cash incentives to encourage personnel both inside and outside of the Group to contribute to the Group's development, which can mutually benefit from the long-term and sustainable growth of the Group. Regarding the Related Entity Participants, which include director(s) and employee(s) (whether full-time or part-time) of the holding companies, fellow subsidiaries or associated companies of the Company, the Directors (including the independent non-executive Directors) consider that even though such participants may not be employed or appointed directly by the Group, they may also participate in or be involved in business engagements relating to or connected with the Group's operations, and as such, it would be beneficial to optimise the cooperation between these entities and the Group so that these entities can make satisfactory contribution and provide suitable opportunities to the Group, allowing the Group to leverage and benefit from the related entities' positive results. The grant of Options to the Related Entity Participants would not only align the interest of the Group with such Grantees, but would also strengthen their relationship with the Group and foster their participation and involvement in promoting the business of the Group, which is conducive to maintaining a stable long-term relationship with the Group.

Based on the above, the Directors (including the independent non-executive Directors) are of the view that the proposed categories of the Related Entity Participants in the New Share Option Scheme are in line with the Company's business needs or the industry norm, and that the criteria for selection of the Related Entity Participants and the proposed terms of the grants (such as, if any, vesting requirements and performance targets) under the New Share Option Scheme are in line with the purpose of the New Share Option Scheme, are fair and reasonable and in the interests of the Company and the Shareholders as a whole since this gives the Company the flexibility to grant options and awards (instead of cash reward or other settlement) to the Related Entity Participants when necessary.

Since the adoption of the Existing Share Option Scheme in June 2017 and up to the Latest Practicable Date, no options have been granted under the Existing Share Option Scheme to (i) any eligible employee (whether full time or part time, including any executive director but excluding any non-executive director) of any entity in which any member of the Group holds any equity interest ("**Invested Entity**"); (ii) any non-executive director (including independent non-executive directors) of any Invested Entity; or (iii) any adviser (professional or otherwise) or consultant to any area of business or business development of any member of the Group or any Invested Entity.

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## LETTER FROM THE BOARD

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### ***Performance targets and clawback***

The rules of the New Share Option Scheme will not prescribe specific performance targets that must be met before an Option can be exercised or clawback mechanism to recover or withhold the Options to be granted. However, the rules of the New Share Option Scheme will give the Board discretion to impose such conditions on the Options or prescribe such clawback mechanism where appropriate. The Board may, at its discretion, require at the time of grant any particular Grantee to achieve such performance targets as the Board may then specify in the grant before any Options granted under the New Share Option Scheme to such Grantee can be exercised, and/or prescribe a clawback mechanism on a Grantee at the grant of the relevant Option. The Directors consider that it may not always be appropriate to impose such conditions or prescribe such clawback mechanism particularly when the purpose of granting the Options is to, *inter alia*, encourage the Eligible Participants to contribute to the long-term and sustainable development of the Group and to recruit and attract talents, and thus the Board should have sufficient flexibility to decide the best way to achieve such purpose considering changing market conditions, industry competition and the individual circumstances of each Grantee. It may sometimes be impractical to expressly set out a generic set of performance targets in the New Share Option Scheme, since each Grantee will play different roles and contribute in various ways to the Group. The Directors therefore consider it more beneficial to the Company to retain the flexibility to determine whether and what performance targets and clawback mechanism are to be imposed in light of the particular circumstances of each grant.

In case no performance target and/or clawback mechanism is imposed upon a grant of Options under the New Share Option Scheme, the Company will comply with the requirements under Rule 23.06B(8) of the GEM Listing Rules that the announcement on the relevant grant will include the views of the Remuneration Committee on why performance target and/or clawback mechanism is not necessary and how the relevant grant aligns with the purpose of the New Share Option Scheme when the relevant Options are granted to Directors and/or senior managers without performance targets and/or clawback mechanism.

### ***Subscription Price***

The Subscription Price in respect of any particular Option will be such price as determined by the Board in its discretion at the time of the grant of the relevant Option but in any event the Subscription Price shall be at least the highest of (i) the closing price of the Shares as stated in the daily quotations sheet issued by the Stock Exchange on the Offer Date; (ii) the average of the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the 5 consecutive Business Days immediately preceding the Offer Date; and (iii) the nominal value of the Shares on the Offer Date.

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## LETTER FROM THE BOARD

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### *Vesting period*

The vesting period of the Options granted under the New Share Option Scheme shall be determined by the Board subject to a minimum period of no less than 12 months. However, the Board (or the Remuneration Committee where it relates to grants of Options to an Employee Participant who is a Director and/or senior manager of the Company) will have a discretion in allowing a shorter vesting period to an Employee Participant in the following circumstances:

1. grants of “make-whole” Options to new joiners of the Group to replace the share options such person forfeited when leaving the previous employer;
2. grants to a participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
3. grants with performance-based vesting conditions in lieu of time-based vesting criteria;
4. grants that are made in batches during a year for administrative and compliance reasons; or
5. grants of Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of 12 months.

To ensure the practicability in fully achieving the purpose of the New Share Option Scheme, the Board and the Remuneration Committee consider that (i) there are certain instances where a strict 12-month vesting requirement may not work or would be unfair to holder(s) of the Options; (ii) there is a need for the Company to retain flexibility to reward exceptional performers with accelerated vesting or in exceptional circumstances where justified; (iii) the Company should be allowed discretions to formulate its own talent recruitment and retention strategies in response to changing market conditions and industry competition, and (iv) the Company should have flexibility to impose vesting conditions such as performance-based vesting conditions in lieu of time-based vesting criteria depending on individual circumstances. As such, the Board and the Remuneration Committee are of the view that the shorter vesting period as described above and also set out in paragraph 6 of Appendix I to this circular is appropriate and aligns with the purpose of the New Share Option Scheme.

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## LETTER FROM THE BOARD

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### ***Scheme Mandate Limit***

The maximum number of Shares which may be allotted and issued upon exercise of all Options to be granted under the New Share Option Scheme and any other schemes shall not in aggregate exceed 10% of the Shares in issue as at the Adoption Date (“**Scheme Mandate Limit**”). Based on the 444,448,237 Shares in issue as at the Latest Practicable Date and assuming no further Shares will be issued or repurchased during the period from the Latest Practicable Date to the date of the SGM, the maximum number of Shares which may be issued upon exercise of all Options to be granted under the New Share Option Scheme and any other schemes would be 44,444,823 Shares, representing approximately 10% of the total number of Shares in issue.

### ***Administration and general***

The Board will be responsible for administering the New Share Option Scheme. There are no trustees appointed for the purposes of the New Share Option Scheme.

The Company will comply with any applicable requirements under Chapter 23 of the GEM Listing Rules in respect of the operation and administration of the New Share Option Scheme.

A summary of the rules of the New Share Option Scheme is set out in Appendix I to this circular.

### **Value of the Options**

The Board considers that it is not possible to state the value of all Options that can be granted under the New Share Option Scheme as if they had been granted on the Latest Practicable Date as a number of variables which are crucial for the calculation of the option value have not been determined. Such variables include the subscription price, exercise period, interest rates, expected volatility, vesting period, performance targets set (if any) and other relevant variables. As Options have not yet been granted under the New Share Option Scheme, certain variables are not available for calculating the value of the Options. The Board believes that any calculation of the value of any option which might have been granted on the Latest Practicable Date would be based on a number of speculative assumptions and would therefore not be meaningful to the Shareholders.

### **Conditions of the New Share Option Scheme**

The adoption of the New Share Option Scheme is conditional upon:

1. the Stock Exchange granting approval for the listing of and permission to deal in such number of Shares representing the Scheme Mandate Limit; and

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## LETTER FROM THE BOARD

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- the passing of the necessary resolution at the SGM to approve the adoption of the New Share Option Scheme and to authorise the Directors to grant Options under the New Share Option Scheme and to allot and issue Shares pursuant to the exercise of any Options granted.

### **Application for listing**

Application will be made to the Stock Exchange for the listing of and permission to deal in such number of Shares representing the Scheme Mandate Limit.

### **Document on display**

A copy of the New Share Option Scheme will be published on the websites of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company at [www.geth.com.hk](http://www.geth.com.hk) for a period of not less than 14 days before the date of the SGM and is also made available for inspection at the SGM.

### **3. PROPOSED CHANGE OF COMPANY NAME**

Reference is made to the announcement of the Company dated 30 May 2024 in relation to the Proposed Change of Company Name.

The Board proposes to change the Company's English name from "GET Holdings Limited" to "Famous Tech International Holdings Limited" and to register "名科國際控股有限公司" as the Company's secondary name in Chinese. Following the Proposed Change of Company Name becoming effective, the Company will cease to use the Company's existing Chinese name "智易控股有限公司" which is adopted for identification purposes only.

### **Conditions for the Proposed Change of Company Name**

The Proposed Change of Company Name is conditional upon the satisfaction of the following conditions:

- the passing of a special resolution by the Shareholders at the SGM approving, amongst other matters, the Proposed Change of Company Name; and
- the Registrar of Companies in Bermuda granting approval for the Proposed Change of Company Name.

Subject to the satisfaction of the conditions set out above, the Proposed Change of Company Name will take effect from the date of registration as set out in the certificate of incorporation on change of name and certificate of secondary name. The Company will then carry out the necessary filing procedures with the Companies Registry in Hong Kong.

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## LETTER FROM THE BOARD

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### **Reasons for the Proposed Change of Company Name**

The decision to change the Company's English name from "GET Holdings Limited" to "Famous Tech International Holdings Limited" and the Chinese name accordingly from "智易控股有限公司" (for identification purposes only) to "名科國際控股有限公司" (as secondary name in Chinese) signifies more clearly the Group's focus on providing goods and services and operating its businesses utilising its expertise and experience in technology, as well as the commitment to enhancing the Group's competitiveness, developing the Group for long-term and sustainable success and maximising value for the Shareholders.

The Board considers that the new company name will enhance the brand image and better reflect the Group's strategy and goals to meet the evolving needs of its customers in the highly competitive technology industry.

The Board believes that the Proposed Change of Company Name provides the Group with a prominent corporate identity which is in the best interest of the Company and the Shareholders as a whole.

### **Effects of the Proposed Change of Company Name**

The Proposed Change of Company Name will not affect any rights of the Shareholders or the Group's daily business operation or its financial position. All existing share certificates of the Company in issue bearing the current name of the Company shall, after the Proposed Change of Company Name becoming effective, continue to be evidence of title to such shares of the Company and will continue to be valid for trading, settlement, registration and delivery purposes. There will not be any arrangement for exchange of the existing share certificates for new share certificates bearing the new name of the Company (in both English and Chinese). Upon the Proposed Change of Company Name becoming effective, all new share certificates of the Company will only be issued in the new name of the Company.

In addition, subject to confirmation by the Stock Exchange, the English and Chinese stock short names of the Company for trading in the securities of the Company on the Stock Exchange will also be changed after the Proposed Change of Company Name becoming effective. Subject to the Proposed Change of Company Name becoming effective, the Company will also adopt a new logo and change its website.

Further announcement(s) will be made by the Company to inform the Shareholders of the results of the SGM, the effective date of the Proposed Change of Company Name and details of the change of the English and Chinese stock short names, the new logo and the new website of the Company.



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## LETTER FROM THE BOARD

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#### 4. PROPOSED SHARE PREMIUM CANCELLATION

Reference is made to the announcement of the Company dated 30 May 2024 in relation to the Proposed Share Premium Cancellation.

The Board intends to put forward for approval by the Shareholders at the SGM a proposal to cancel the entire amount standing to the credit of the Share Premium Account as of the Effective Date to nil with the credit arising therefrom to be transferred to the Contributed Surplus Account and to authorise the Board to apply such amount in such manner as permitted under the laws of Bermuda and the Bye-laws.

##### **Reason for the Proposed Share Premium Cancellation**

Under the Companies Act, where the Company issues Shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of the premium on those Shares shall be transferred to the Share Premium Account (except in the case of an exchange of Shares the excess value of the shares acquired over the nominal value of the Shares being issued may be credited to the Contributed Surplus Account). The Company shall not declare or pay a dividend or make a distribution out of the Share Premium Account as share premium is treated as if it were paid up share capital of the Company under the Companies Act.

Pursuant to the Companies Act and the existing Bye-laws, subject to compliance with the conditions stated in the relevant provisions, the Company may pay dividends or make distributions to the Shareholders out of the Contributed Surplus Account. The Proposed Share Premium Cancellation and the subsequent transfer of the credit arising therefrom to the Contributed Surplus Account will therefore increase the distributable reserves of the Company, thereby giving the Company greater flexibility in its dividend policy and making distributions to the Shareholders in the future as the Board considers appropriate. Subject to approval by the Shareholders of the Proposed Share Premium Cancellation, the amount standing to the credit of the Contributed Surplus Account may be used to set off the accumulated losses of the Company that may arise from time to time.

The Board therefore considers that the Proposed Share Premium Cancellation is in the best interests of the Company and the Shareholders as a whole.

##### **Effects of the Proposed Share Premium Cancellation**

The implementation of the Proposed Share Premium Cancellation does not involve any reduction in the authorised or issued share capital of the Company, or any reduction in the nominal value of the Shares or alteration of the trading arrangements concerning the Shares.

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## LETTER FROM THE BOARD

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Save for the expenses to be incurred by the Company in relation to the Proposed Share Premium Cancellation, the Board considers that the implementation of the Proposed Share Premium Cancellation will not have a material adverse effect on the underlying assets, liabilities, business operations, management or financial position of the Company or the interests of the Shareholders as a whole.

Based on the audited financial statements of the Company as at 31 December 2023, the amounts standing to the credit of the Share Premium Account and the Contributed Surplus Account as at 31 December 2023 were approximately HK\$517,181,000 and HK\$988,713,000 respectively while the accumulated loss of the Company as at 31 December 2023 amounted to approximately HK\$1,439,317,000. The balances of the Share Premium Account and the Contributed Surplus Account have not changed since 31 December 2023 and up to the Latest Practicable Date.

### **Conditions of the Proposed Share Premium Cancellation**

The Proposed Share Premium Cancellation will be conditional upon:

1. the passing of a special resolution by the Shareholders approving the Proposed Share Premium Cancellation at the SGM; and
2. the Directors being satisfied that on the Effective Date, there are no reasonable grounds for believing that the Company is, or after the Effective Date will be, unable to pay its liabilities as they become due.

Subject to the fulfilment of the conditions above, the Proposed Share Premium Cancellation will be completed and become effective on the Effective Date.

### **WARNING**

**Shareholders and potential investors of the Company should note that the Proposed Share Premium Cancellation is conditional upon satisfaction of the conditions set out above. Therefore, the Proposed Share Premium Cancellation may or may not proceed.**

**Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares and other securities of the Company. If they are in any doubt, they should consult their professional advisers.**

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## LETTER FROM THE BOARD

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### 5. PROPOSED ADOPTION OF NEW BYE-LAWS

The Board proposes to make the Proposed Amendments in order to (i) bring the existing Bye-laws to be in line with the latest regulatory requirements of the GEM Listing Rules in relation to the expanded paperless listing regime and the mandatory electronic dissemination of corporate communications by listed issuers and the relevant amendments made to the GEM Listing Rules which took effect on 31 December 2023; (ii) modernise the existing Bye-laws to expressly allow the Company to convene and hold electronic meetings and/or hybrid meetings in addition to physical meetings; and (iii) make other miscellaneous and housekeeping amendments, as well as update certain provisions with reference to the latest applicable laws of Bermuda and the GEM Listing Rules. In view of the proposed changes, the Board proposes to adopt the New Bye-laws in substitution for, and to the exclusion of, the existing Bye-laws.

Details of the Proposed Amendments are set out in Appendix III to this circular.

The proposed adoption of the New Bye-laws is subject to the approval of the Shareholders by way of a special resolution at the SGM, and will become effective upon the approval by the Shareholders at the SGM.

The legal advisers to the Company as to Hong Kong laws have confirmed that the Proposed Amendments conform with the requirements of the GEM Listing Rules and the legal advisers to the Company as to the laws of Bermuda have confirmed that the Proposed Amendments do not contravene or violate the applicable laws of Bermuda. The Company has confirmed that there is nothing unusual about the Proposed Amendments for a company listed in Hong Kong.

The Proposed Amendments and the New Bye-laws are prepared in the English language. The Chinese translation thereof is for reference only and in case there are any inconsistencies between the English version and the Chinese version, the English version shall prevail.

### 6. SGM AND PROXY ARRANGEMENT

The notice of the SGM is set out on pages SGM-1 to SGM-6 of this circular. At the SGM, resolutions will be proposed to approve, *inter alia*, (i) the proposed termination of the Existing Share Option Scheme and adoption of the New Share Option Scheme; (ii) the Proposed Change of Company Name; (iii) the Proposed Share Premium Cancellation; and (iv) the proposed adoption of the New Bye-laws (including the Proposed Amendments). In compliance with the GEM Listing Rules, all resolutions will be voted on by way of a poll at the SGM.

As at the Latest Practicable Date, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder was required to abstain from voting on the resolutions to be proposed at the SGM.

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## LETTER FROM THE BOARD

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A form of proxy for use at the SGM is published on the website of the Stock Exchange and that of the Company. Whether or not you are able to attend and vote at the SGM, you are requested to complete the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 11:00 a.m. (Hong Kong time) on Sunday, 23 June 2024 or not less than 48 hours before the time appointed for holding any adjourned SGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish, and in such case, the form of proxy previously submitted shall be deemed to be revoked.

### **Closure of register of members**

To ascertain a Shareholder's entitlement to attend and vote at the SGM, the register of members of the Company will be closed from Thursday, 20 June 2024 to Tuesday, 25 June 2024 (both days inclusive), during which no transfer of Shares will be registered. The last share registration date for determining the eligibility to attend the SGM will be on Wednesday, 19 June 2024. In order to qualify for the entitlement to attend and vote at the SGM, all transfer documents, together with the relevant share certificates, must be lodged for registration with the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, no later than 4:30 p.m. (Hong Kong time) on Wednesday, 19 June 2024.

## **7. COMPETING INTERESTS**

Mr. Wong Jing Shong, the Chairman of the Board and an executive Director, is a director of CONCORD-LINKED LIMITED (協盟有限公司) (“**CONCORD**”) and a number of its subsidiaries (collectively, the “**CONCORD Group**”). As at the Latest Practicable Date, he was interested in 100% interests in CONCORD.

In addition, as at the Latest Practicable Date, Mr. Wong Jing Shong was also one of the ultimate beneficial owners of a group of companies (“**EPRO Software Group**”).

The CONCORD Group and the EPRO Software Group are principally engaged in the provision of professional information technology (“**I.T.**”) contract and maintenance services, and such business activities may compete with the Group's Corporate Management Solutions and I.T. Contract Services Business.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or controlling Shareholders or any of their respective close associates has any interest in business which competes with or may compete with the business of the Group or has any other conflict of interests which any person has or may have with the Group.

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## LETTER FROM THE BOARD

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### 8. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company.

The Directors, having made all reasonable enquiries, confirm that, to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

### 9. RECOMMENDATION

The Directors consider that (i) the proposed termination of the Existing Share Option Scheme and adoption of the New Share Option Scheme; (ii) the Proposed Change of Company Name; (iii) the Proposed Share Premium Cancellation; and (iv) the proposed adoption of the New Bye-laws (including the Proposed Amendments) are in the interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the SGM.

### 10. GENERAL INFORMATION

Your attention is drawn to the additional information set out in Appendix I (Summary of the principal terms of the rules of the New Share Option Scheme) and Appendix II (Amendments brought about by the New Bye-laws) to this circular.

Yours faithfully,  
On behalf of the Board  
**GET Holdings Limited**  
**Wong Jing Shong**  
*Chairman and Executive Director*

*The following is a summary of the rules of the New Share Option Scheme to be approved and adopted by ordinary resolution at the SGM. It does not form part of, nor was it intended to be, part of the New Share Option Scheme, nor should it be taken as affecting the interpretation of the rules of the New Share Option Scheme.*

**1. PURPOSE**

The purpose of the New Share Option Scheme is to enable the Group to grant Options to the Eligible Participants as incentives and rewards for their contribution to the Group and/or to enable the Group to recruit and retain high-calibre personnel and attract human resources that are valuable to the Group and whose contributions are important to the long-term development and profitability of the Group.

**2. ADMINISTRATION OF THE NEW SHARE OPTION SCHEME**

The New Share Option Scheme shall be subject to the administration of the Board whose decision on all matters arising in relation to the New Share Option Scheme or its interpretation or application or effect shall be final and binding on all persons who may be affected thereby, subject to compliance with the requirements of the GEM Listing Rules and the provisions of the New Share Option Scheme.

**3. ELIGIBLE PARTICIPANTS AND THE BASIS OF ELIGIBILITY OF THE PARTICIPANTS OF THE NEW SHARE OPTION SCHEME**

Eligible Participants for the New Share Option Scheme include:

1. Employee Participant(s), i.e. director(s) and employee(s) (whether full-time or part-time) of the Company or any of its Subsidiaries (including persons who are granted Options under this scheme as an inducement to enter into employment contracts with such companies); and
2. Related Entity Participant(s), i.e. director(s) and employee(s) (whether full-time or part-time) of the holding companies, fellow subsidiaries or associated companies of the Company,

provided that the Board may have absolute discretion to determine whether or not one falls within the above categories.

In determining the basis of eligibility of each Eligible Participant, the Board would take into account (i) the experience of the Eligible Participant on the Group's business; (ii) the length of service of the Eligible Participant with the Group (if the Eligible Participant is an Employee Participant); and (iii) the amount of support, assistance, guidance, advice, efforts and contributions the Eligible Participant has exerted and given towards the success of the Group and the amount of potential support, assistance, guidance, advice, efforts and contributions the Eligible Participant is likely to be able to give or make towards the success of the Group in the future.

### **Employee Participants**

For Employee Participants, the factors in assessing whether any individual is eligible to participate in the New Share Option Scheme include: (i) the individual's skills, knowledge, experience, expertise and other relevant personal qualities; (ii) the individual performance; (iii) time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; (iv) the length of engagement with the Group; and (v) the individual contribution and potential contribution to the development and growth of the Group.

### **Related Entity Participants**

For Related Entity Participants, the factors in assessing whether any individual is eligible to participate in the New Share Option Scheme include: (i) the positive impacts brought by, or expected from, the Related Entity Participant on the Group's business development in terms of an increase in turnover or profits and/or an addition of expertise to the Group; (ii) the period of engagement or employment of the Related Entity Participant by the Group; (iii) the number, scale and nature of the projects in which the Related Entity Participant is involved; (iv) whether the Related Entity Participant has referred or introduced opportunities to the Group which have materialised into further business relationships; (v) whether the Related Entity Participant has assisted the Group in tapping into new markets and/or increased its market share; and (vi) the materiality and nature of the business relation of the holding companies, fellow subsidiaries or associated companies with the Group and the Related Entity Participant's contribution in such holding companies, fellow subsidiaries or associated companies which may benefit the core business of the Group through a collaborative relationship.

**4. GRANT AND ACCEPTANCE OF OPTIONS**

The Board shall, subject to and in accordance with the provisions of the New Share Option Scheme and the GEM Listing Rules, be entitled (but shall not be bound) at any time and from time to time on any Business Day within a period of ten (10) years commencing on the Adoption Date to make an Offer to such Eligible Participant as it may in its absolute discretion select, to take up options to subscribe for such number of Shares as the Board may determine at the Subscription Price. For the avoidance of doubt, the grant of any options by the Company for the subscription of Shares or other securities of the Group to any Eligible Participant shall not, by itself, unless the Directors otherwise determine, be construed as a grant of Option under the New Share Option Scheme.

The making of an Offer to any connected person of the Company, or any of their respective associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who or whose associate is the proposed Grantee of an Option).

An Offer shall be made to an Eligible Participant in writing (and unless so made shall be invalid) in such form as the Board may from time to time determine, either generally or on a case-by-case basis, specifying the number of Shares under the Option and the Option Period in respect of which the Offer is made and further requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New Share Option Scheme and shall remain open for acceptance by the Eligible Participant concerned for a period of up to twenty-one (21) days inclusive of, and from the Offer Date provided that no such Offer shall be open for acceptance after the earlier of the Termination Date or the termination of the New Share Option Scheme.

An Offer shall be deemed to have been accepted by an Eligible Participant concerned in respect of all Shares under the Option which are offered to such Eligible Participant when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Participant with the number of Shares in respect of which the Offer is accepted as stated therein, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company within such time as may be specified in the Offer (which shall not be later than twenty-one (21) days from the Offer Date). Such remittance shall in no circumstances be refundable.

Any Offer may be accepted, in accordance with the provisions of the New Share Option Scheme, by an Eligible Participant in respect of less than the number of Shares which are offered.

For so long as the Shares are listed on GEM, the Company shall not grant any Options or make any Offer during the period in which the Company is prohibited from making any Offer under the GEM Listing Rules.



**5. RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS**

For so long as the Shares are listed on the Stock Exchange, no Option shall be granted by the Company:

1. after inside information has come to its knowledge until (and including) the trading day after such inside information has been announced by the Company pursuant to the requirements of the GEM Listing Rules;
2. during the period commencing from one (1) month immediately preceding the earlier of:
  - (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the GEM Listing Rules) for approving the Company's results for any year, half-year or quarter-year period or any other interim period (whether or not required under the GEM Listing Rules); and
  - (b) the deadline for the Company to announce its results for any year or half year under the GEM Listing Rules, or quarterly or any other interim period (whether or not required under the GEM Listing Rules),and ending on the date of the results announcements (or during any period of delay in publishing results announcements); and
3. to an Eligible Participant who is a Director during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the GEM Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.

**6. VESTING PERIOD**

Subject to the circumstances prescribed below, an Option must be held by the Grantee for the minimum period (“**Vesting Period**”) specified in the Offer before the Option can be exercised and such period shall be at least twelve (12) months from the Offer Date.

The Board may at its absolute discretion grant a shorter Vesting Period to an Employee Participant in the following circumstances:

1. grants of “make-whole” Options to new joiners of the Group to replace the share options such person forfeited when leaving the previous employer;

2. grants to a participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
3. grants with performance-based vesting conditions in lieu of time-based vesting criteria;
4. grants that are made in batches during a year for administrative and compliance reasons, which include Options that should have been granted earlier if not for such administrative or compliance reasons but had to wait for subsequent batch. In such case, the Vesting Period may be shorter to reflect the time from which the Option would have been granted; or
5. grants of Options with a mixed or accelerated vesting schedule such as where the Options may vest evenly over a period of twelve (12) months.

## **7. EXERCISE OF OPTIONS**

Subject to the provisions of the New Share Option Scheme and the fulfillment of all terms and conditions set out in the Offer, an Option shall be exercisable in whole or in part at any time during the Option Period by the Grantee giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is so exercised. Each of such notice must be accompanied by a remittance for the full amount of the Subscription Price for Shares in respect of which the notice is given. Within twenty-one (21) days after receipt of the notice and the remittance, the Company shall accordingly allot and issue the relevant number of Shares to the Grantee credited as fully paid and instruct the share registrar to issue to the Grantee a share certificate for the Shares so allotted and issued.

The Board may at its discretion specify any condition in the offer letter at the grant of the relevant Option which must be satisfied before an Option may be exercised. Save as determined by the Board and provided in the offer of the grant of the relevant Option, there is no performance target which must be achieved before an Option can be exercised under the rules of the New Share Option Scheme nor any clawback mechanism for the Company to recover or withhold any Options granted to any Eligible Participant.

Holders of the Options are not entitled to voting, dividend, transfer or other rights of the holders of the Shares, including those arising on a liquidation of the Company, save as otherwise provided in the New Share Option Scheme or under the relevant laws or the Bye-laws in effect from time to time.

**8. SUBSCRIPTION PRICE OF SHARES**

The Subscription Price in respect of any Option shall, subject to any adjustments made pursuant to paragraph 9, be determined by the Board at its absolute discretion, provided that it shall be not less than the highest of:

1. the closing price of the Shares as shown in the daily quotations sheet of the Stock Exchange on the Offer Date, which must be a Business Day;
2. the average of the closing prices of the Shares as shown in the daily quotations sheets of the Stock Exchange for the five (5) consecutive Business Days immediately preceding the Offer Date; and
3. the nominal value of the Share on the Offer Date.

The Directors may grant Options in respect of which the Subscription Price is fixed at different prices for different periods during the Option Period provided that the Subscription Price for Shares for each of the different periods shall not be less than the Subscription Price determined in the manner set out above.

**9. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION**

1. No options may be granted under the New Share Option Scheme or any other share option schemes adopted by the Group if the grant of such option will result in the limit described below being exceeded.
2. In relation to the Scheme Mandate Limit, subject to the GEM Listing Rules:
  - (a) the total number of Shares which may be allotted and issued upon exercise of all Options which may be granted at any time under the New Share Option Scheme together with options and awards which may be granted under any other share schemes for the time being of the Company shall not in aggregate exceed such number of Shares as equals 10% of the Shares in issue as at the Adoption Date (i.e. the Scheme Mandate Limit). Options lapsed in accordance with the rules of the New Share Option Scheme will not be regarded as utilised for the purpose of calculating the Scheme Mandate Limit;

- (b) the Company may seek approval of the Shareholders in general meeting to refresh the Scheme Mandate Limit under the New Share Option Scheme after three (3) years from the Adoption Date (or the date of Shareholders' approval for the last refreshment). However, the total number of Shares which may be allotted and issued upon exercise of all options and awards to be granted under the New Share Option Scheme and any other schemes of the Company under the limit as "refreshed" must not exceed 10% of the relevant class of Shares in issue as at the date of approval of the refreshed Scheme Mandate Limit. For the purpose of calculating the refreshed Scheme Mandate Limit, options (including those outstanding, cancelled, lapsed or exercised in accordance with the New Share Option Scheme and any other share schemes of the Group) previously granted under the New Share Option Scheme and any other share schemes of the Group will not be counted. For the purpose of seeking approval of Shareholders under this sub-paragraph, the Company must send a circular to its Shareholders containing the number of Options that were already granted under the existing Scheme Mandate Limit, the reason for the refreshment, and/or other information required under the GEM Listing Rules applicable from time to time;
- (c) any refreshment of the Scheme Mandate Limit to be made within any three-year period must be approved by the Shareholders, where any controlling Shareholders and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting and the Company must comply with the requirements under Rules 17.47(6) and 17.47(7) and Rules 17.47A, 17.47B and 17.47C of the GEM Listing Rules; and
- (d) the requirements under sub-paragraph 2(c) above do not apply if the refreshment is made immediately after an issue of securities by the Company to the Shareholders on a pro rata basis as set out in Rule 17.41(1) of the GEM Listing Rules such that the unused part of the Scheme Mandate Limit (as a percentage of the total number of Shares in issue) upon refreshment is the same as the unused part of the Scheme Mandate Limit immediately before the issue of securities, rounded to the nearest whole Share.

3. Without prejudice to sub-paragraph 2 above, the Company may seek separate approval of the Shareholders in general meeting for granting Options beyond the Scheme Mandate Limit provided that the Options in excess of the Scheme Mandate Limit are granted only to Eligible Participants specifically identified by the Company before such approval is sought. The Company must send a circular to the Shareholders containing the name of each specified Eligible Participant who may be granted such Options, the number and terms of the Options to be granted to each Eligible Participant, the purpose of granting Options to the specified Eligible Participants with an explanation as to how the terms of the Options serve such purpose, and/or other information required under the GEM Listing Rules applicable from time to time. The number and terms (including the Subscription Price) of Options to be granted to such Eligible Participant must be fixed before Shareholders' approval.
  
4. As regards the maximum entitlement of each Eligible Participant, subject to sub-paragraph 5(a) below, where any grant of Options to an Eligible Participant would result in the Shares issued and which may fall to be issued upon exercise of the Options and the options and awards granted to such Eligible Participant under any other share schemes of the Group (including both exercised or outstanding options, and excluding any options and awards lapsed in accordance with the rules of the relevant schemes) in the twelve (12)-month period up to and including the date of such grant representing in aggregate over 1% of the Shares in issue, such grant must be separately approved by the Shareholders in general meeting with such Eligible Participant and his close associates (or associates if the Eligible Participant is a connected person) abstaining from voting. The Company must send a circular to the Shareholders disclosing the identity of the Eligible Participant, the number and terms of the Options to be granted (and those previously granted to the Eligible Participant in the twelve (12)-month period), the purpose of granting Options to the Eligible Participant, an explanation as to how the terms of the Options serve such purpose, and/or other information required under the GEM Listing Rules applicable from time to time. The number and terms (including the Subscription Price) of Options to be granted to such Eligible Participant must be fixed before Shareholders' approval.

5. In relation to grant of options to a Director, chief executive or substantial Shareholder of the Company or any of their associates:
- (a) without prejudice to the provision that making of an Offer to any connected person of the Company, or any of their respective associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who or whose associate is the proposed Grantee of an Option), where any grant of Options to an independent non-executive Director or a substantial Shareholder or any of their respective associates would result in the Shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the rules of the relevant schemes) to such person in the twelve (12)-month period up to and including the date of such grant representing in aggregate over 0.1% of the total issued Shares, such further grant of Options must be approved by the Shareholders in a general meeting of the Company. The Company must send a circular to the Shareholders containing (i) details of the number and terms (including the Subscription Price) of the Options to be granted to each Eligible Participant, which must be fixed before the Shareholders' meeting; (ii) the views of the independent non-executive Directors (excluding any independent non-executive Director who is the Grantee of the Options) as to whether the terms of the grant are fair and reasonable and whether such grant is in the interests of the Company and the Shareholders as a whole, and their recommendation to the independent Shareholders as to voting; (iii) the information required under Rule 23.02(2)(c) of the GEM Listing Rules; (iv) the information required under Rule 2.28 of the GEM Listing Rules, and/or (v) other information required under the GEM Listing Rules applicable from time to time. The Grantee, his associates and all core connected persons of the Company must abstain from voting in favour of the proposed grant at such general meeting. The Company must comply with the requirements set out in Rules 17.47A, 17.47B and 17.47C of the GEM Listing Rules; and
  - (b) any change in the terms of Options granted to an Eligible Participant who is a Director, chief executive or a substantial Shareholder or any of their respective associates must be approved by the Shareholders in the manner set out in subparagraph 5(a) above if the initial grant of such Options requires such approval (except where the changes take effect automatically under the existing rules of the New Share Option Scheme).

6. For the purpose of seeking the approval of the Shareholders under this paragraph 9, the Company must send a circular to the Shareholders containing the information required under the GEM Listing Rules and where the GEM Listing Rules shall so require, the vote at the Shareholders' meeting convened to obtain the requisite approval shall be taken on a poll with those persons required under the GEM Listing Rules abstaining from voting.
7. If a clawback mechanism is set out in an Offer and if such clawback mechanism is triggered, the Options that are clawed back pursuant to such mechanism will be regarded as cancelled and the Options so cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit. Notwithstanding anything contained in the rules of the New Share Option Scheme, such cancellation needs not be subject to consent of the relevant Grantee as required in paragraph 17.

#### **10. RIGHTS ARE PERSONAL TO GRANTEES**

An Option shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest whatsoever in favour of any third party over or in relation to any Option or enter into any agreement so to do. Any breach of the foregoing by a Grantee shall entitle the Company to cancel any Option or any part thereof granted to such Grantee to the extent not already exercised.

#### **11. RIGHTS ON DEATH**

If the Grantee is an Employee Participant and in the event of his ceasing to be an Employee Participant by reason of his death before exercising the Option in full, his Personal Representative(s) may exercise the Option (to the extent not already exercised) in whole or in part in accordance with the provisions of the New Share Option Scheme within a period of six (6) months following the date of death.

#### **12. RIGHTS ON ILL-HEALTH OR RETIREMENT**

If the Grantee is an Employee Participant and in the event of his ceasing to be an Employee Participant by reason of ill-health or retirement as an employee in accordance with his contract of employment before exercising the Option in full, he may exercise the Option (to the extent not already exercised) in whole or in part in accordance with the provisions of the New Share Option Scheme within a period of six (6) months following the date of such cessation.

**13. RIGHTS ON CESSATION FOR OTHER REASONS**

If the Grantee is an Employee Participant and in the event of his ceasing to be an Employee Participant for any reason other than the reasons specified in paragraphs 11 and 12 before exercising the Option in full, his Option (to the extent not already exercised) shall lapse on the date of cessation or termination and not be exercisable unless the Directors otherwise determine in which event the Grantee may exercise the Option (to the extent not already exercised) in whole or in part in accordance with the provisions of the New Share Option Scheme within such period as the Directors may determine following the date of such cessation or termination, and any Option exercised (if any) but the Shares of which have not been allotted, shall be deemed not to have so exercised and the amount of the Subscription Price for the Shares in respect of the purported exercise of such Option shall be returned.

**14. RIGHTS ON CHANGE IN CONTROL**

- (a) If there is an event of change in control of the Company as a result of a merger, scheme of arrangement or general offer, the Company shall at its sole discretion determine whether the vesting dates of any Options to the Employee Participants (and for the avoidance of doubt, Eligible Participants who are Related Entity Participants are excluded) will be accelerated and/or determine such conditions or limitations to which the exercise of such Option will be subject.
- (b) For the purpose of paragraph 14(a), “control” shall have the meaning as defined in the Takeovers Code.

**15. RIGHTS ON WINDING UP**

In the event a notice is given by the Company to its Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as it despatches such notice to each Shareholder give notice thereof to all Grantees (containing an extract of the provisions of this paragraph) and thereupon, each Grantee or his Personal Representative(s) shall, subject to vesting and the provisions of all applicable laws, be entitled to exercise his Options (to the extent not already exercised) either to its full extent or to the extent specified in such notice in accordance with the provisions of the New Share Option Scheme by giving notice in writing to the Company in accordance with the rules of the New Share Option Scheme (such notice shall be received by the Company no later than two (2) Business Days prior to the general meeting), accompanied by a remittance for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue the relevant Shares to the Grantee credited as fully paid. Subject thereto, all Options (whether vested or unvested) then outstanding shall lapse and determine on the commencement of the winding-up of the Company.



**16. RIGHTS ON COMPROMISE OR ARRANGEMENT FOR RECONSTRUCTION**

In the event of a compromise or arrangement between the Company and the Shareholders or its creditors being proposed for the purpose of or in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same date as it gives notice of the meeting to the Shareholders or its creditors to summon a meeting to consider such a scheme or arrangement and subject to vesting, the Options (to the extent not already exercised) shall become exercisable in whole or in part on such date until the earlier of (i) two (2) months after that date or (ii) the date of the meeting directed to be convened by the court for the purposes of considering such a scheme or arrangement but the exercise of the Option shall be conditional upon such compromise or arrangement being sanctioned by the Court and becoming effective. Subject thereto, all outstanding Option (whether vested or unvested) shall lapse and determine on the date the proposed compromise or arrangement becomes effective.

**17. CANCELLATION OF OPTIONS**

Subject to the rules of the New Share Option Scheme and Chapter 23 of the GEM Listing Rules, any Option granted may not be cancelled except with the prior written consent of the relevant Grantee and the prior approval of the Directors. Where the Company cancels any Option granted to a Grantee but not exercised and issues new Option(s) to the same Grantee, the issue of such new Option(s) may only be made under the New Share Option Scheme with available unissued Options (excluding, for this purpose, the Options so cancelled) within the limits approved by the Shareholders as set out in paragraph 9. The Options cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

**18. ADJUSTMENTS TO THE OUTSTANDING OPTIONS**

In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable or the New Share Option Scheme remains in effect, and such event arises from a capitalisation issue, rights issue, consolidation or sub-division of the Shares, or reduction of the share capital of the Company, then, in any such case the Company shall instruct the auditors of the Company or independent financial adviser to certify in writing the adjustment, if any, that ought in their opinion fairly and reasonably to be made either generally or as regards any particular Grantee, to (i) the Subscription Prices of any unexercised Options; and/or (ii) the number of Shares comprised in an Option or which remain comprised in an Option, provided that:

1. any such adjustment shall be made on the basis that the aggregate Subscription Price payable by a Grantee on the full exercise of any Option shall remain as nearly as possible the same (but shall not be greater than) as it was before such event;

2. no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value;
3. any such adjustment shall be made on the basis that a Grantee shall be given the same proportion of the issued share capital of the Company, rounded to the nearest whole Share, for which such Grantee would have been entitled to subscribe had he exercised all the Options held by him immediately prior to such adjustment;
4. the issue of Shares or other securities of the Company for cash or as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment; and
5. any such adjustment shall be made in compliance with such rules, codes and guidance notes of the Stock Exchange from time to time.

Unless otherwise stipulated by the applicable rules or regulations or guidance from the Stock Exchange, the effective date of such adjustment made in accordance with this paragraph 18 shall be the Triggering Event Effective Date. For the purpose of this paragraph 18, a “Triggering Event Effective Date” shall refer to, in respect of each relevant event resulting in alteration in the capital structure of the Company referred to in this paragraph 18, the day on which the Shares relating to such event are issued or, as the case may be, created.

#### **19. RANKING OF SHARES**

The Shares to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the Bye-laws for the time being in force and will rank *pari passu* in all respects with the then existing fully paid Shares in issue on the date on which the Option is duly exercised or, if that date falls on a day when the register of members of the Company is closed, the first day of the re-opening of the register of members (“**Exercise Date**”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Exercise Date. A Share allotted upon the exercise of an Option shall not carry voting rights until the name of the Grantee has been duly entered onto the register of members of the Company as the holder thereof.

#### **20. DURATION OF THE NEW SHARE OPTION SCHEME**

Subject to the provisions for early termination in accordance with the New Share Option Scheme, the New Share Option Scheme shall be valid and effective until the Termination Date, i.e. close of business of the Company on the date which falls ten (10) years after the Adoption Date, after which period no further Options will be granted but the provisions of the New Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options granted or exercised prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme.

**21. ALTERATION OF THE NEW SHARE OPTION SCHEME**

The New Share Option Scheme may be altered in any respect by a resolution of the Board, provided that the following shall not be carried out except with the prior approval of the Shareholders in general meeting:

1. any alterations to the terms and conditions of the New Share Option Scheme which are material in nature or any alterations to the provisions of the New Share Option Scheme in relation to the matters set out in Rule 23.03 of the GEM Listing Rules to the advantage of the Eligible Participants;
2. any change to the authority of the Directors or the administrator of the New Share Option Scheme to alter the rules of the New Share Option Scheme; and
3. any alteration to the aforesaid alteration provisions.

The altered terms of the New Share Option Scheme or the Options shall still comply with the relevant requirements of Chapter 23 of the Listing Rules.

Any change to the terms of Options granted to a selected Eligible Participant shall be approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be) if the initial grant of the Options was approved by the Board, the Remuneration Committee, the independent non-executive Directors and/or the Shareholders (as the case may be), except where the alterations take effect automatically under the existing terms of the New Share Option Scheme.

**22. CONDITIONS OF THE NEW SHARE OPTION SCHEME**

The adoption of the New Share Option Scheme is conditional upon:

1. the Stock Exchange granting approval for the listing of and permission to deal in such number of Shares representing the Scheme Mandate Limit; and
2. the passing of the necessary resolution at a general meeting of the Company approving the adoption of the New Share Option Scheme and authorising the Directors to grant Options and to allot and issue Shares pursuant to the exercise of any Options granted under the New Share Option Scheme.

**23. EARLY TERMINATION OF OPTION PERIOD**

The Option Period in respect of any Option shall automatically terminate and that Option (to the extent not already exercised) shall automatically lapse on the earliest of:

1. the expiry of the Option Period;
2. the expiry of any of the periods referred to in paragraphs 11 to 16;
3. the date on which the Grantee ceases to be an Employee Participant, or as the case may be, a Related Entity Participant by reason of a termination of his employment on the grounds that he has been guilty of persistent or serious misconduct, or has committed any act of bankruptcy or has become insolvent or has made any arrangement or composition with his creditors generally, or has been convicted of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee or the Group into disrepute), or (if so determined by the Directors) on any other ground on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the Employee Participant's service contract with the Company or the relevant Subsidiary or the relevant related entity; and
4. the date on which the Directors shall exercise the Company's right to cancel the Option by reason of a breach of paragraph 10 by the Grantee in respect of that or any other Option.

Transfer of employment of a Grantee who is an Employee Participant from one member of the Group to another member of the Group shall not be considered a cessation of employment for the purpose of the New Share Option Scheme.

**24. TERMINATION OF THE NEW SHARE OPTION SCHEME**

The Company by an ordinary resolution in general meeting may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered but in all other respects the provisions of the New Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme and Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the New Share Option Scheme.

*The following are the Proposed Amendments to the existing Bye-laws of the Company brought about by the adoption of the New Bye-laws. Unless otherwise specified, clauses, paragraphs and bye-law numbers referred to herein are clauses, paragraphs and bye-law numbers of the existing Bye-laws of the Company.*

## THE BYE-LAWS

**Bye-law No. Proposed Amendments (showing changes to the existing bye-laws of the Company)**

1. In these Bye-laws, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

WORD	MEANING
<u>“announcement”</u>	<u>an official publication of a Notice or document of the Company, including a publication, subject to and to such extent permitted by the GEM Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the GEM Listing Rules and applicable laws.</u>
<u>“Act”</u>	<u>the Companies Act 1981 of Bermuda, as amended from time to time.</u>
<u>“electronic communication”</u>	<u>a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other similar means in any form through any medium.</u>
<u>“electronic meeting”</u>	<u>a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
<u>“hybrid meeting”</u>	<u>a general meeting convened for the (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
<u>“Meeting Location”</u>	<u>has the meaning given to it in Bye-law 64(A).</u>
<u>“physical meeting”</u>	<u>a general meeting held and conducted by physical attendance and participation by Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.</u>
<u>“Principal Meeting Place”</u>	<u>shall have the meaning given to it in Bye-law 59(2).</u>

<b>Bye-law No.</b>	<b>Proposed Amendments (showing changes to the existing bye-laws of the Company)</b>
2.	<p>In these Bye-laws, unless there be something within the subject or context inconsistent with such construction:</p> <ul style="list-style-type: none"><li>(e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing <u>or reproducing</u> words or figures in a <u>legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form</u>, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or Notice and the Member's election comply with all applicable Statutes, rules and regulations;</li><li>(l) references to a document <del>being</del> <u>(including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic communication or by electronic signature or by any other method and references to a Notice or document include a Notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;</u></li><li>(m) <u>to the extent any provision in these Bye-laws contradicts or is inconsistent with any provision of Part II or Part III of the Electronic Transactions Act 1999 (as amended from time to time) ("ETA") or Section 2AA of the Act, the provisions in these Bye-laws shall prevail; they shall be deemed as an agreement between the Company and the Members to vary the provisions of the ETA and/or to override the requirement of Section 2AA of the Act, as applicable;</u></li></ul>

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
(n)	<u>references to the right of a Member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;</u>
(o)	<u>a reference to a meeting: (a) shall mean a meeting convened and held in any manner permitted by these Bye-laws and any Member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Bye-laws, and attend, participate, attending, participating, attendance and participation shall be construed accordingly, and (b) shall, where the context is appropriate, include a meeting that has been postponed by the Board pursuant to Bye-law 64E;</u>
(p)	<u>references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Bye-laws to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;</u>
(q)	<u>references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise); and</u>
(r)	<u>where a Member is a corporation, any reference in these Bye-laws to a Member shall, where the context requires, refer to a duly authorised representative of such Member.</u>

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
10.	<p data-bbox="400 406 1366 757">Subject to the Act and without prejudice to Bye-law 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths <u>in nominal value</u> of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Bye-laws relating to general meetings of the Company shall, <i>mutatis mutandis</i>-, apply, but so that:</p> <p data-bbox="400 800 1366 1044">(a) the necessary quorum (<del>other than including</del> <u>at an adjourned meeting</u>) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class <del>and at any adjourned meeting of such holders, two holders present in person or (in the case of a Member being a corporation) its duly authorised representative or by proxy (whatever the number of shares held by them) shall be a quorum; and</del></p>
12.	<p data-bbox="400 1087 1366 1866">(1) Subject to the Act, these Bye-laws, any direction that may be given by the Company in general meeting and, where applicable, the GEM Listing Rules and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount <u>to their nominal value</u>. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such <u>allotment, offer, option or shares</u> to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable or that based on legal opinions provided by legal advisers, the Board considers it necessary or expedient not to offer the shares to such Members on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of Members for any purpose whatsoever.</p>



Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
16.	Every share certificate shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. <u>The seal of the Company may only be affixed or imprinted to a share certificate with the authority of the Directors, or be executed under the signature of appropriate officials with statutory authority, unless otherwise determined by the Directors.</u> No certificate shall be issued <u>and</u> representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon or that such certificates need not be signed by any person.
45.	<u>Subject to the GEM Listing Rules, Notwithstanding any other provision of these Bye-laws the Company or the Directors may fix any date as the record date for:</u>
51.	The registration of transfers of shares or of any class of shares may, after Notice has been given <u>by announcement or by electronic communication or</u> by advertisement in any newspapers in accordance with the requirements of any Designated Stock Exchange or by any means (electronic or otherwise) in such manner as may be accepted by the Designated Stock Exchange to that effect be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.
56.	Subject to the Act, an annual general meeting of the Company shall be held <u>for in</u> each financial year other than the financial year in which its statutory meeting is convened and such annual general meeting must be held within six (6) months after the end of the Company's financial year (unless a longer period would not infringe the GEM Listing Rules, if any) <del>at such time and place as may be determined by the Board. A meeting of Members or any class thereof may be held by means of such telephone, electronic or other communication facilities as to permit all persons participating in the meeting to communicate simultaneously and instantaneously, and participation in such a meeting shall constitute presence at such meeting.</del>

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
57.	Each general meeting, other than an annual general meeting, shall be called a special general meeting. All general meetings (including an annual general meeting, <del>or</del> any adjourned meeting or postponed meeting) may be held <u>as a physical meeting</u> in any part of the world and at one or more locations as provided in Bye-law 64A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board <u>in its absolute discretion</u> .
58.	The Board may whenever it thinks fit call special general meetings, and any one or more Member(s) holding at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company carrying the right of voting at general meetings of the Company, <u>on a one vote per share basis</u> , shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require a special general meeting to be called by the Board for the transaction of any business or resolution specified in such requisition; and such meeting shall be held <u>in the form of a physical meeting only and</u> within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionist(s) himself (themselves) may <del>do so</del> <u>convene such physical meeting</u> in accordance with the provisions of Section 74(3) of the Act.
59.	(1) An annual general meeting shall be called by Notice of not less than twenty-one (21) clear days. All other general meetings (including special general meetings) must be called by Notice of not less than fourteen (14) clear days but if permitted by the GEM Listing Rules, a general meeting may be called by shorter Notice if it is so agreed:  (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and  (b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together <del>holding</del> <u>representing</u> not less than ninety-five per cent. (95%) <del>in nominal value of the issued shares total voting giving that rights</del> <u>at the meeting of all the Members</u> .

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Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
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(2) The Notice shall specify (a) the time and date of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one Meeting Location as determined by the Board pursuant to Bye-law 64A, the principal place of the meeting (the “Principal Meeting Place”), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) particulars of resolutions to be considered at the meeting and, in case of special business, the general nature of the business. The Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Bye-laws or the terms of issue of the shares they hold, are not entitled to receive such Notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors and the Auditors. ~~The Board shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement or change of the relevant general meeting may occur automatically without further notice including, without limitation, where a tropical cyclone warning signal number 8 or above, black rainstorm warning or other similar event is in force at any time prior to or at the time of the general meeting on the day of the general meeting. This Bye-law shall be subject to the following:-~~

~~(a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company’s website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting);-~~

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
	<p>(b) <del>when a meeting is postponed or changed in accordance with this Bye-law, subject to and without prejudice to Bye-law 64, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Bye-laws not less than 48 hours before the time of the postponed meeting; and</del></p> <p>(c) <del>Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the Members.</del></p>
61.	(2) No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Two (2) Members entitled to vote and present in person or <del>(in the case of a Member being a corporation) by its duly authorised representative or</del> by proxy or, for quorum purposes only, two persons appointed by the clearing house as authorised representative or proxy shall form a quorum for all purposes.
62.	If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and <del>place</del> <u>(where applicable) same place(s)</u> or to such time and <del>place as the Board may</del> <u>(where applicable) such place(s) and in such form and manner referred to in Bye-law 57 as the chairman of the meeting (or in default, the Board) may absolutely determine.</u> If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
63.	<p data-bbox="400 412 1369 1161">(1) <u>The chairman <del>president</del> of the Company or <del>the</del> if there is more than one chairman, if one is appointed, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman at a <del>every</del> general meeting. If at any meeting <del>the president or the no</del> chairman, as the case may be, is not present within fifteen (15) minutes after the time appointed for holding the meeting, or if <del>neither of them</del> is willing to act as chairman, <del>or if no such officer is appointed</del> the deputy chairman of the Company or if there is more than one deputy chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman. If no chairman or deputy chairman is present or is willing to act as chairman of the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or <del>(in the case of a Member being a corporation) by its duly authorised representative or by proxy</del> and entitled to vote shall elect one of their number to be chairman <u>of the meeting.</u></u></p> <p data-bbox="400 1204 1369 1472">(2) <u>If the chairman of a general meeting held in any form is participating in the general meeting using an electronic facility or facilities which is hereby permitted and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Bye-law 63(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.</u></p>

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
64.	<p><u>Subject to Bye-law 64C, the <del>The</del> chairman may, <del>with</del> (without the consent of <del>any</del> the meeting) or shall at the direction of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' Notice of the adjourned meeting shall be given specifying the <del>time and place of the adjourned meeting</del> details set out in Bye-law 59(2) but it shall not be necessary to specify in such Notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give Notice of an adjournment.</u></p>
64A.	<p>(1) <u>The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations (“Meeting Location(s)”) determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.</u></p> <p>(2) <u>All general meetings are subject to the following:</u></p> <p>(a) <u>where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;</u></p>

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Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
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- (b) Members present in person or by proxy at a Meeting Location and/or Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Members at all Meeting Locations and Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;
- (c) where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and
- (d) if any of the Meeting Locations is outside the jurisdiction of the Principal Meeting Place and/or in the case of a hybrid meeting, unless otherwise stated in the Notice, the provisions of these Bye-laws concerning the service and giving of Notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the Notice for the meeting.

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
64B.	<u>The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any Member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.</u>
64C.	<u>If it appears to the chairman of the general meeting that:</u> <ul style="list-style-type: none"><li data-bbox="400 1115 1364 1306">(a) <u>the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Bye-law 64A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or</u></li><li data-bbox="400 1349 1364 1412">(b) <u>in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or</u></li><li data-bbox="400 1455 1364 1561">(c) <u>it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or</u></li><li data-bbox="400 1604 1364 1721">(d) <u>there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;</u></li></ul>



**Bye-law No. Proposed Amendments (showing changes to the existing bye-laws of the Company)**

then, without prejudice to any other power which the chairman of the meeting may have under these Bye-laws or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

64D. The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Bye-law shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.

64E. If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Bye-law shall be subject to the following:

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
	<p>(a) <u>when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of such meeting);</u></p> <p>(b) <u>when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the Members of details of such change in such manner as the Board may determine;</u></p> <p>(c) <u>when a meeting is postponed or changed in accordance with this Bye-law, subject to and without prejudice to Bye-law 64, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Bye-laws not less than 48 hours before the time of the postponed or changed meeting; and</u></p> <p>(d) <u>notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the Members.</u></p>
<u>64F.</u>	<u>All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Bye-law 64C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.</u>
<u>64G.</u>	<u>Without prejudice to other provisions in Bye-law 64, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.</u>

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
66.	<p>(1) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Bye-laws, at any general meeting on a poll every Member present in person or by proxy <del>or, in the case of a Member being a corporation, by its duly authorised representative</del> shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided by way of a poll save that <u>in the case of a physical meeting,</u> the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present in person <del>(or being a corporation, is present by a duly authorized representative),</del> or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For purposes of this Bye-law, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its Members; and (ii) relate to the chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views. <u>Votes may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.</u></p> <p>(2) <u>In the case of a physical meeting</u> <del>W</del>where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded:</p> <p>(a) by at least three Members present in person or <del>in the case of a Member being a corporation by its duly authorised representative or</del> by proxy for the time being entitled to vote at the meeting; or</p> <p>(b) by a Member or Members present in person or <del>in the case of a Member being a corporation by its duly authorised representative or</del> by proxy and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting; or</p>

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Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
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- (c) by a Member or Members present in person ~~or in the case of a Member being a corporation by its duly authorised representative or by proxy~~ and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

A demand by a person as proxy for a Member ~~or in the case of a Member being a corporation by its duly authorised representative~~ shall be deemed to be the same as a demand by the Member.

73. (1a) All Members shall have the right to (a) speak at a general meeting; and (b) vote at a general meeting except where a Member is required, by the GEM Listing Rules or the rules, codes or regulations of any competent regulatory authority, to abstain from voting to approve the matter under consideration.
76. The instrument appointing a proxy shall be in such form as the Board may determine and in the absence of such determination, shall be in writing ~~under the hand of~~ signed by the appointor or ~~of~~ his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or signed by ~~under the hand of~~ an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.

<b>Bye-law No.</b>	<b>Proposed Amendments (showing changes to the existing bye-laws of the Company)</b>
77.	<p>(1) <u>The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Bye-laws) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Bye-law is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Bye-law or if no electronic address is so designated by the Company for the receipt of such document or information.</u></p>

**Bye-law No. Proposed Amendments (showing changes to the existing bye-laws of the Company)**

(2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the Notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate), or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or postponed meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting ~~in person~~ at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

78. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the Notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Bye-laws has not been received in accordance with the requirements of these Bye-laws. Subject to aforesaid, if the proxy appointment and any of the information required under these Bye-laws is not received in the manner set out in these Bye-laws, the appointee shall not be entitled to vote in respect of the shares in question.

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
81.	(2) <u>Where a Member is</u> <del>If a clearing house (or its nominee(s)) and, in each case, being a corporation), is a Member,</del> it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members provided that, <del>if more than one person is so authorised,</del> the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Bye-law shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) <u>in respect of the number and class of shares specified in the relevant authorisation including the right to speak and vote and,</u> where a show of hands is allowed, the right to vote individually on a show of hands.
86.	(6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Bye-laws.

No Director shall be required to vacate office or be ineligible for re-election or re-appointment as a Director, and no person shall be ineligible for appointment as a Directors, by reason only of his having attained any particular age.

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
89.	Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person <u>(including another Director)</u> to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the person or body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointer ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive Notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Bye-laws shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.
111.	The Board may meet for the despatch of business, adjourn <u>or postpone</u> and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.
112.	A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board whenever he shall be required so to do by any Director. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or <del>via</del> <u>by electronic mail means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website or by telephone</u> or in such other manner as the Board may from time to time determine.



Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
115.	The Board may elect <del>a</del> <u>one or more</u> chairman and one or more deputy chairman of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting <del>neither the</del> <u>no</u> chairman <del>nor any</del> deputy chairman is present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
144.	<u>(1)</u> The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions or such other proportions as may be determined by ordinary resolution of Members, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Bye-law, a share premium account and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid. In carrying sums to reserve and in applying the same the Board shall comply with the provisions of the Act.

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
	<p>(2) <u>Notwithstanding any provisions in these Bye-laws, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.</u></p>
149.	<p>Subject to Section 88 of the Act and Bye-law 150, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one (21) days before the date of the <u>annual</u> general meeting and laid before the Company at the annual general meeting in accordance with the requirements of the Act provided that this Bye-law shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.</p>

- | Bye-law No. | Proposed Amendments (showing changes to the existing bye-laws of the Company)   |
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| 151.        | <p>The requirement to send to a person referred to in Bye-law 149 the documents referred to in that provision or a summary financial report in accordance with Bye-law 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the GEM Listing Rules, the Company publishes copies of the documents referred to in Bye-law 149 and, if applicable, a summary financial report complying with Bye-law 150, <u>in any manner permitted by these Bye-laws, including on the Company's website computer network</u>, subject to compliance with the GEM Listing Rules, the Statutes and any other applicable laws, rules and regulations from time to time in <u>force or in any other permitted manner (including by sending any form of electronic communication)</u>, and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.</p>  |
| 158.        | <p>(1) Any Notice or document (including any "corporate communication" and "<u>actionable corporate communication</u>" within the meaning ascribed thereto under the GEM Listing Rules), whether or not, to be given or issued under these Bye-laws from the Company <del>to a Member</del> shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or <u>electronic communication</u> and, <u>subject to compliance with the GEM Listing Rules, the Statutes and any other applicable laws, rules and regulations from time to time in force</u>, any such Notice and document may be <u>given or issued by the following means: served or delivered by the Company on or to any Member either personally or</u></p> <p>(a) <u>by serving it personally on the relevant person; or</u></p> <p>(b) <u>by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose; or <del>or</del>; as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied</u></p> <p>(c) <u>by delivering or leaving it at such address as aforesaid; or</u></p> |

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Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
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- (d) ~~by him to the Company for the giving of Notice to him or which the person transmitting the Notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by an advertisement in appointed newspapers (as defined in the Act) or in newspapers published daily and circulating generally in the territory of and other publication and where applicable, in accordance with the requirements of the Designated Stock Exchange; or or, to the extent permitted by the applicable laws;~~
- (e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Bye-law 158(3); or
- (f) ~~by publishing placing it on the Company's website or the website of the Designated Stock Exchange; or, and giving to the Member a Notice stating that the Notice or other document is available there (a "Notice of availability"). The Notice of availability may be given to the Member by any of the means set out above other than by posting it on a website.~~
- (g) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.
- (2) In the case of joint holders of a share all Notices shall be given to that one of the joint holders whose name stands first in the Register and Notice so given shall be deemed a sufficient service on or delivery to all the joint holders.
- (3) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Bye-laws may register with the Company an electronic address to which Notices can be served upon him.

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
159.	<p data-bbox="400 412 1366 640">(4) <u>Subject to any applicable laws, rules and regulations and the terms of these Bye-laws, any notice, document or publication, including but not limited to the documents referred to in Bye-laws 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language or, with the consent of or election by any Member, in the Chinese language only to such Member.</u></p> <p data-bbox="400 683 1366 832">(b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent <u>provided that the Company or its agent has not received any “non-delivery message” after sending to any particular electronic address;-</u></p> <p data-bbox="400 874 1366 1183">(c) <del>A Notice if placed or published on either the Company’s website or the website of the Designated Stock Exchange, is deemed given by the Company to a Member on the day following that on which a Notice of availability is deemed served on the Member</del> shall be deemed to have been given or served <u>on the day on which the Notice, document or publication first so appears on the relevant website, unless the GEM Listing Rules specify a different date. In such cases, the deemed date of service shall be as provided or required by the GEM Listing Rules;</u></p> <p data-bbox="400 1225 1366 1534"><del>(e)</del>(d)if served or delivered in any other manner contemplated by these Bye laws, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch, transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence thereof; and</p> <p data-bbox="400 1576 1366 1768"><del>(d)</del>(e)if published as an advertisement in a newspaper or other publication <u>permitted under these Bye-laws, shall be deemed to have been served on the day on which the advertisement first so appears</u><del>may be given to a Member either in the English language or the Chinese language, subject to due compliance with all applicable Statutes, rules and regulations.</del></p>

Bye-law No.	Proposed Amendments (showing changes to the existing bye-laws of the Company)
161.	For the purposes of these Bye-laws, a facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received. The signature to any Notice or document to be given by the Company may be written, printed or <del>made in</del> <u>electronically</u> <u>form</u> .
164.	(1) The Directors, Secretary and other officers and every Auditor <del>for the time being</del> of the Company <u>at any time, whether at present or in the past, and the liquidator or trustees (if any) for the time being acting or who have acted in</u> relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.

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## NOTICE OF SGM

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### GET HOLDINGS LIMITED 智易控股有限公司\*

*(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)*

**(Stock code: 8100)**

#### NOTICE OF SPECIAL GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that the special general meeting (“SGM”) of GET Holdings Limited (“Company”) will be held at 11:00 a.m. on Tuesday, 25 June 2024 at Room 1-2, 2/F, 35-45B Bonham Strand, Sheung Wan, Hong Kong for the following purposes:

#### ORDINARY RESOLUTIONS

1. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution:

**“THAT:**

- (a) subject to and conditional upon The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) granting the listing of and permission to deal in such number of shares of the Company (“**Shares**”) which may fall to be allotted and issued pursuant to the exercise of the share options which may be granted under the new share option scheme of the Company (“**New Share Option Scheme**”), a copy of which is tabled at the SGM and signed by the chairman of the SGM for the purpose of identification, representing the Scheme Mandate Limit (as defined in the New Share Option Scheme), the New Share Option Scheme and the Scheme Mandate Limit, representing an amount up to 10% of the total number of Shares in issue as at the date of passing of this resolution, be and are hereby approved and adopted and the board of directors of the Company (“**Directors**”) or a committee thereof be and is hereby authorised to grant options and to allot, issue and deal with the Shares pursuant to the exercise of any option granted thereunder and to take all such acts and enter into all such transactions, arrangements and agreements as they may consider necessary or expedient to implement or give full effect to the New Share Option Scheme, including without limitation:

\* For identification purposes only

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## NOTICE OF SGM

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- (i) to administer the New Share Option Scheme at its absolute discretion to grant options to subscribe for Shares in accordance with the rules of the New Share Option Scheme;
  - (ii) to modify and/or amend the New Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the New Share Option Scheme relating to modification and/or amendment and the requirements of the Rules Governing the Listing of Securities on GEM of the Stock Exchange;
  - (iii) to allot, issue, and deal with from time to time such number of Shares as may be required to be issued pursuant to the exercise of options under the New Share Option Scheme in accordance with the rules of the New Share Option Scheme and subject to the Rules Governing the Listing of Securities on GEM of the Stock Exchange and in each case, subject to the Scheme Mandate Limit (as defined in the New Share Option Scheme); and
  - (iv) to take all such steps as may be necessary, desirable or expedient to carry into effect the New Share Option Scheme; and
- (b) conditional upon the New Share Option Scheme becoming effective, the existing share option scheme of the Company adopted on 15 June 2017 (“**Existing Share Option Scheme**”) be and is hereby terminated upon the New Share Option Scheme coming into effect, without prejudice to the rights and benefits of and attached to any outstanding options which, if any, have been granted under the Existing Share Option Scheme prior to the date of the passing of this resolution.”



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## NOTICE OF SGM

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### SPECIAL RESOLUTIONS

2. To consider and, if thought fit, pass the following resolution as a special resolution:

“**THAT** subject to and conditional upon the entry of “Famous Tech International Holdings Limited” as the new English name of the Company and the entry of “名科國際控股有限公司” as the secondary name in Chinese of the Company in the register maintained by the Registrar of Companies in Bermuda and the issue of a certificate of incorporation on change of name and a certificate of secondary name by the Registrar of Companies in Bermuda, the English name of the Company be changed from “GET Holdings Limited” to “Famous Tech International Holdings Limited”, and the Chinese name “名科國際控股有限公司” be registered as the secondary name in Chinese of the Company with effect from the date of registration as set out in the certificate of incorporation on change of name and the certificate of secondary name issued by the Registrar of Companies in Bermuda (“**Name Change Effective Date**”), and that with effect from the Name Change Effective Date, the existing Chinese name of the Company “智易控股有限公司” which is adopted for identification purpose only shall cease to be used as the Chinese name of the Company, and that any one Director be and is hereby authorised to do all such acts and things and execute all such documents, including under seal where appropriate, which he/she may consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the change of the name of the Company and to attend to any necessary registration and/or filing for and on behalf of the Company.”

3. To consider and, if thought fit, pass the following resolution as a special resolution:

“**THAT** conditional upon compliance by the Company with section 46(2) of the Companies Act 1981 of Bermuda (as amended from time to time) and the bye-laws of the Company (as amended from time to time) to effect the cancellation of share premium account referred to below, and with effect from the date of passing of this special resolution or upon the date on which the above condition is fulfilled (whichever is the later) (“**Effective Date**”):

- (a) the entire amount standing to the credit of the share premium account of the Company as at the Effective Date be and is hereby reduced to nil so that the amount of the share premium on the Effective Date as last determined by the Company of HK\$517,181,441.74 be reduced by an amount of HK\$517,181,441.74 to HK\$Nil (“**Cancellation**”);
- (b) the credits arising from the Cancellation be entirely transferred to the contributed surplus account of the Company (“**Contributed Surplus Account**”) within the meaning of the Companies Act 1981 of Bermuda (as amended from time to time);

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## NOTICE OF SGM

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- (c) the board of Directors (“**Board**”) or a committee thereof be and is hereby authorised to utilise and apply any credit balance of the Contributed Surplus Account to eliminate or to set off the accumulated losses of the Company as at the Effective Date and/or to eliminate or to set off the accumulated losses of the Company which may arise from time to time and/or to pay dividend and/or to make any other distribution out of the Contributed Surplus Account from time to time without further authorisation from the shareholders of the Company and/or to use the credit in such other manner as may be permitted under the bye-laws of the Company in effect from time to time and all applicable laws without further authorisation from the shareholders of the Company and all such actions in relation thereto be approved, confirmed and ratified; and
- (d) the Board or a committee thereof be and is hereby authorised to do all such acts and things and execute all such documents on behalf of the Company, including under seal where applicable, as they may consider necessary or expedient to give effect to the Cancellation.”
4. To consider and, if thought fit, pass the following resolution as a special resolution:

“**THAT** the second amended and restated bye-laws of the Company (incorporating the proposed amendments to the existing bye-laws of the Company, the details of which are set out in Appendix II to the circular of the Company dated 31 May 2024) (“**Second Amended and Restated Bye-laws**”), a copy of which has been produced to this meeting and marked “A” and initialled by the chairman of the meeting for the purpose of identification, be and is hereby approved and adopted as the new bye-laws of the Company in substitution for, and to the exclusion of, the existing bye-laws of the Company with immediate effect after the close of this meeting, and any one Director or company secretary of the Company be and is hereby authorised to do all such acts and things and execute all such documents, deeds and make all such arrangements that he/she shall, in his/her absolute discretion, deem necessary or expedient to implement the adoption of the Second Amended and Restated Bye-laws.”

Yours faithfully  
On behalf of the Board  
**GET Holdings Limited**  
**Wong Jing Shong**  
*Chairman and Executive Director*

Hong Kong, 31 May 2024

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## NOTICE OF SGM

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*Registered office:*

Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

*Head office and principal place of  
business in Hong Kong:*

Room 1204-05, 12/F., Centre Point  
181-185 Gloucester Road  
Wanchai  
Hong Kong

*Notes:*

1. All resolutions at the SGM will be taken by poll pursuant to the Rules Governing the Listing of Securities on GEM of The Stock Exchange of Hong Kong Limited (“**GEM Listing Rules**”) and the results of the poll will be published on the websites of the Stock Exchange and the Company in accordance with the GEM Listing Rules.
2. Any member of the Company entitled to attend and vote at the SGM shall be entitled to appoint another person as his/her proxy to attend and vote instead of him/her. A member who is the holder of two or more shares may appoint more than one proxy to represent him/her and vote on his/her behalf at the SGM. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.
3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
4. To be valid, the instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the office of the Hong Kong branch share registrar and transfer office of the Company, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong by 11:00 a.m. (Hong Kong time) on Sunday, 23 June 2024 or not less than 48 hours before the time appointed for holding any adjourned SGM.
5. Where there are joint holders of any shares, any one of such joint holders may vote at the SGM, either in person or by proxy, in respect of such share as if he/she were solely entitled thereto, but if more than one of such joint holders be present at the SGM, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
6. Completion and delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the SGM or any adjournment thereof if the member so wish and in such event, the instrument appointing a proxy should be deemed to be revoked.
7. To ascertain a member’s entitlement to attend and vote at the SGM, the register of members of the Company will be closed from Thursday, 20 June 2024 to Tuesday, 25 June 2024 (both days inclusive), during which no transfer of Shares will be registered. The last share registration date for determining the eligibility to attend the SGM will be on Wednesday, 19 June 2024. In order to qualify for the entitlement to attend and vote at the SGM, all transfer documents, together with the relevant share certificates, must be lodged for registration with the Company’s branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, no later than 4:30 p.m. (Hong Kong time) on Wednesday, 19 June 2024.

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## NOTICE OF SGM

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8. If a typhoon signal no. 8 or above is hoisted, “extreme conditions” caused by a super typhoon or a black rainstorm warning signal is in force at or at any time after 7:00 a.m.. on the date of the SGM, the SGM will be postponed or adjourned. The Company will post an announcement on the website of the Stock Exchange (<http://www.hkexnews.hk>) and the website of the Company (<http://www.geth.com.hk>) to notify shareholders of the Company of the date, time and place of the rescheduled SGM.

*As at the date of this notice, the Board consists of two executive Directors, namely Mr. Wong Jing Shong and Mr. Lau Siu Cheong, and three independent non-executive Directors, namely Mr. Chan Yung, Mr. Cheng Hong Kei and Ms. Wong Chi Yan.*

*This notice, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this notice is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this notice misleading.*

*This notice will remain on the “Latest Listed Company Information” page of the Stock Exchange’s website on [www.hkexnews.hk](http://www.hkexnews.hk) for at least 7 days from the date of its publication and on the website of the Company at [www.geth.com.hk](http://www.geth.com.hk).*