

**THE COMPANIES ACT (REVISED)  
OF THE CAYMAN ISLANDS**

**KEEP INC.**

An Exempted Company Limited By shares

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**TWELFTH AMENDED AND  
RESTATED MEMORANDUM AND  
ARTICLES OF ASSOCIATION**

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(as adopted by a special resolution passed on 12 June 2023 and effective on the date on which the shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited)

**THE COMPANIES ACT (REVISED)  
OF THE CAYMAN ISLANDS**

**TWELFTH AMENDED AND RESTATED  
MEMORANDUM OF ASSOCIATION**

**OF**

**KEEP INC.**

An Exempted Company Limited By shares

(as adopted by a special resolution passed on 12 June 2023 and effective on the date on which the shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited)

**1 NAME**

The name of the Company is Keep Inc.

**2 REGISTERED OFFICE**

The registered office of the Company is at the offices of ICS Corporate Services (Cayman) Limited, 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands, or at such other place in the Cayman Islands as the Board may from time to time decide.

**3 OBJECTS AND CAPACITY**

Subject to paragraph 8 of this Memorandum, the objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the Cayman Islands. The Company is a body corporate capable of exercising all the functions of a natural person of full capacity, irrespective of any question of corporate benefit.

**4 SHARE CAPITAL**

The authorised share capital of the Company is US\$50,000 divided into 1,000,000,000 shares of a par value of US\$0.00005 each.

**5 LIABILITY OF MEMBERS**

The liability of each member is limited to the amount from time to time unpaid on such member's shares.

## **6 CONTINUATION**

The Company may exercise the powers contained in the Companies Act to transfer and be registered by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be de-registered in the Cayman Islands.

## **7 DEFINITIONS**

Capitalised terms used and not defined in this Memorandum shall bear the respective meanings given to them in the Articles of Association of the Company.

## **8 EXEMPTED COMPANY**

The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands, provided that nothing in this paragraph shall be construed as to prevent the Company from effecting and concluding contracts in the Cayman Islands, or exercising in the Cayman Islands any of its powers necessary for the carrying on of its business outside the Cayman Islands.

## **9 FINANCIAL YEAR**

Unless the Board otherwise determines, the financial year of the Company shall end on 31 December each year and shall begin on 1 January each year.

**THE COMPANIES ACT (REVISED)  
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**TWELFTH AMENDED AND RESTATED  
ARTICLES OF ASSOCIATION**

**OF**

**KEEP INC.**

An Exempted Company Limited By shares

(as adopted by a special resolution passed on 12 June 2023 and effective on the date on which the shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited)

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The Regulations contained in Table A in the First Schedule to the Companies Act do not apply to the Company.
- 1.2 The marginal notes and headings to these Articles shall be disregarded in interpreting the Memorandum and these Articles.
- 1.3 In these Articles, if not inconsistent with the context, the following words and expressions shall have the following meanings:

*Articles* means these articles of association and all supplementary, amended or substituted articles for the time being in force;

*associate* has the meaning given to it under the Listing Rules;

*Auditors* means the persons appointed by the Company from time to time to perform the duties of auditors of the Company;

*black rainstorm warning* has the meaning given to it under the Interpretation and General Clauses Ordinance;

*Board* means the board of Directors of the Company as constituted from time to time or as the context may require the majority of Directors present and voting at a meeting of the Directors at which a quorum is present;

*business day* has the meaning given to it under the Listing Rules;

**capital** means the share capital of the Company from time to time;

**CEO** means the chief executive officer of the Company;

**Clearing House** means a clearing house recognised by the laws of Hong Kong;

**close associate(s)** has the meaning given to it under the Listing Rules;

**Companies Act** means the Companies Act (Revised) of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;

**Companies Ordinance** means the Companies Ordinance, Cap. 622 of the Laws of Hong Kong as amended from time to time;

**Company** means Keep Inc.;

**Company's Website** means the website of the Company;

**Director** means any director of the Company from time to time;

**dividends** means dividends and distributions on or in respect of a share, and shall include bonus dividends and distributions as permitted by the Companies Act;

**electronic** has the meaning given to it in the Electronic Transactions Act;

**electronic means** includes sending or otherwise making available to the intended recipients of the communication in electronic format;

**Electronic Transactions Act** means the Electronic Transactions Act (Revised) of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;

**extreme conditions** means extreme conditions as announced by the government of Hong Kong;

**gale warning** has the meaning given to it under the Interpretation and General Clauses Ordinance;

**HK\$ or Hong Kong dollars** means Hong Kong dollars, the lawful currency for the time being of Hong Kong;

**holding company** has the meaning given to it under the Companies Ordinance;

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China;

***Interpretation and General Clauses Ordinance*** means the Interpretation and General Clauses Ordinance, Cap. 1 of the Laws of Hong Kong as amended from time to time;

***Listing Rules*** means the Rules Governing the Listing of Securities on the Main Board of The Stock Exchange of Hong Kong Limited as amended from time to time;

***members*** means the persons who are duly registered as the holders from time to time of shares in the Register including persons who are jointly registered;

***Memorandum*** means the memorandum of association of the Company as supplemented, amended or substituted from time to time;

***month*** means a calendar month;

***ordinary resolution*** means a resolution passed by a simple majority of the voting rights held by such members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy or, in the case of any member being a corporation, by its duly authorised representative(s) at a general meeting held in accordance with these Articles, and shall include a resolution passed pursuant to Article 10.12;

***published in the newspaper*** means published as a paid advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper, being in each case a newspaper published daily and circulating generally in Hong Kong in accordance with the Listing Rules;

***published on the Stock Exchange's Website*** means published in English and Chinese on the Stock Exchange's website in accordance with the Listing Rules;

***Register*** means the principal register and any branch register of members of the Company;

***Registered Office*** means the registered office of the Company for the time being as required by the Companies Act;

***Seal*** means the common seal of the Company and any one or more facsimile seals from time to time of the Company for use in the Cayman Islands or in any place outside the Cayman Islands;

***Secretary*** means the person or persons appointed as company secretary from time to time;

***share*** means a share in the share capital of the Company;

***special resolution*** means a resolution passed by a majority of not less than three-fourths of the voting rights held by such members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy or, in the case of any member being a corporation, by its duly authorised representatives at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given, and shall include a resolution passed pursuant to Article 10.12;

**Stock Exchange** means The Stock Exchange of Hong Kong Limited;

**subsidiary** has the meaning given to it under the Companies Ordinance;

**substantial shareholder** has the meaning given to it under the Listing Rules; and

**US\$** means United States dollars, the lawful currency for the time being of the United States of America.

1.4 In the Memorandum and these Articles, unless the context otherwise requires:

- (a) words importing either gender shall include the other gender and the neuter;
- (b) words importing persons and the neuter shall include companies, corporations and partnerships, and vice versa;
- (c) words denoting the singular shall include the plural and words denoting the plural shall include the singular;
- (d) references to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force; and
- (e) references to **writing** shall include writing, printing, lithograph, photograph, type-writing and every other mode of representing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference.

1.5 Subject to Article 1.3, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject and/or context, bear the same meanings in these Articles.

1.6 Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

1.7 A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles.

## 2 SHARES AND VARIATION OF RIGHTS

- 2.1 The authorised share capital of the Company is US\$50,000 divided into 1,000,000,000 shares of a par value of US\$0.00005 each.
- 2.2 Subject to the provisions of the Companies Act, the Memorandum, these Articles and, where applicable, the Listing Rules, and without prejudice to any rights or restrictions for the time being attaching to any shares, the Board may allot, issue, grant options over or otherwise dispose of shares with or without preferred, deferred or other rights or restrictions, whether with regard to dividend, voting, return of capital or otherwise, to such person, at such times, for such consideration and on such terms and conditions as it in its absolute discretion thinks fit. No share shall be issued to bearer.
- 2.3 Subject to the Listing Rules, the Company may issue rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of shares or other securities in the Company on such terms as the Board may from time to time determine. No warrants shall be issued to bearer for so long as a Clearing House (in its capacity as such) is a member. Where warrants are issued to bearer, no new warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such new warrant.
- 2.4 If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of at least three-fourths of the issued shares of that class, or with the approval of a resolution passed by at least three-fourths of the votes cast by the holders of the shares of that class present and voting in person or by proxy at a separate meeting of such holders. To every such separate meeting the provisions of these Articles relating to general meetings shall apply *mutatis mutandis*, except that:
- (a) the necessary quorum shall be two persons together holding (or, in the case of a member being a corporation, by its duly authorised representative), or representing by proxy, at least one-third of the issued shares of that class; and
  - (b) any holder of shares of the class present in person (or in the case of the member being a corporation, by its duly authorised representative) or by proxy may demand a poll, upon which every such holder shall be entitled to one vote for every such share held by him/her.
- 2.5 For the purposes of a separate class meeting, the Board may treat two or more classes of shares as forming one class of shares if the Board considers that such classes of shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of shares.



- 2.6 The rights conferred upon the holders of shares of any class shall not, unless otherwise expressly provided in the rights attaching to the terms of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith.
- 2.7 Subject to the provisions of the Companies Act, the Memorandum, these Articles and, where applicable, the Listing Rules, all unissued shares 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, for such consideration and on such terms and conditions as it in its absolute discretion thinks fit, provided that no shares shall be issued at a discount to their par value.
- 2.8 The Company shall not be under any obligation to make or make available any allotment of, offer of, option over or disposal of shares or other securities to any person with registered addresses in any territory where, in the absence of a registration statement or other special formalities, doing so would or might be unlawful, or the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable thereto are, in the opinion of the Board, out of proportion to the benefits of the Company. The Board shall be entitled to make such arrangements to deal with fractional entitlements arising on an offer of any unissued shares or other securities as it thinks fit, including the aggregation and the sale thereof for the benefit of the Company. Members who may be affected as a result of any of the matters referred to in this Article shall not be, and shall be deemed not to be, a separate class of members for any purposes whatsoever.
- 2.9 The Company may, unless prohibited by law, at any time pay commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, provided that the conditions and requirements of the Companies Act shall be complied with, and in each case the commission shall not exceed 10% of the price at which the shares are issued.
- 2.10 The Company may from time to time by ordinary resolution:
- (a) increase its share capital by the creation of new shares of such amount and with such rights, priorities and privileges attached to such shares as the members may determine;
  - (b) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares. On any consolidation of fully paid shares and division into shares of a larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into a consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser(s) thereof and the validity of such transfer shall not be questioned, and the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit;

- (c) sub-divide its shares or any of them into shares of an amount smaller than that fixed by the Memorandum;
- (d) cancel any shares which, as at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled;
- (e) make provision for the allotment and issue of shares which do not carry any voting rights;
- (f) change the currency of denomination of its share capital; and/or
- (g) reduce its share premium account in any manner authorised, and subject to any conditions prescribed by law.

2.11 The Company may by special resolution reduce its share capital or any undistributable reserve subject to the provisions of the Companies Act.

2.12 Subject to the Companies Act, or any other law or so far as not prohibited by any law and subject to any rights conferred on the holders of any class of shares, the Company shall have the power to purchase or otherwise acquire all or any of its own shares (which expression as used in this Article includes redeemable shares), provided that the manner and terms of purchase have first been authorised by an ordinary resolution, and to purchase or otherwise acquire warrants and other securities for the subscription or purchase of its own shares, and shares and warrants and other securities for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner and terms authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, an indemnity, the provision of security or otherwise howsoever, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares or warrants or other securities in the Company or any company which is a holding company of the Company. If the Company purchases or otherwise acquires its own shares or warrants or other securities, neither the Company nor the Board shall be required to select the shares or warrants or other securities to be purchased or otherwise acquired rateably or in any other manner and terms as between the holders of shares or warrants or other securities of the same class or as between them and the holders of shares or warrants or other securities of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares, provided always that any such purchase or other acquisition or financial assistance shall only be made in accordance with the relevant code, rules or regulations issued from time to time by the Stock Exchange and/or the Securities and Futures Commission of Hong Kong from time to time in force.

2.13 Subject to the provisions of the Companies Act, the Listing Rules and any rights conferred on the holders of any shares or attaching to any class of shares, the Company may issue shares that are to be redeemed or are liable to be redeemed at the option of the members or the Company. The redemption of such shares shall be effected in such matter and upon such other terms as the Company may by special resolution determine before the issue of such shares.

- 2.14 Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price, and if purchases are by tender, tenders shall be available to all members alike.
- 2.15 The purchase or redemption of any share shall not be deemed to give rise to the purchase or redemption of any other share.
- 2.16 The holder of the shares being purchased or redeemed shall be bound to deliver to the Company at the Registered Office, the principal place of business of the Company in Hong Kong or such other place as the Board shall specify the certificate(s) thereof for cancellation and thereupon the Company shall pay to him/her the purchase or redemption monies in respect thereof.

### **3 REGISTER OF MEMBERS AND SHARE CERTIFICATES**

- 3.1 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other right or claim to or in respect of any shares except an absolute right to the entirety thereof in the registered holder.
- 3.2 The Board shall cause to be kept a principal register of members at such place within or outside the Cayman Islands as it deems fit and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars as required under the Companies Act.
- 3.3 Subject to the provisions of the Companies Act, if the Board considers it necessary or appropriate, the Company may establish and maintain a branch register or registers of members at such location or locations within or outside the Cayman Islands as the Board thinks fit. The principal register of members and the branch register(s) of members shall together be treated as the Register for the purposes of these Articles.
- 3.4 The Board may, in its absolute discretion, at any time transfer any share on the principal register of members to any branch register of members or any share on any branch register of members to the principal register of members or any other branch register of members.
- 3.5 Notwithstanding anything contained in this Article, the Company shall as soon as practicable and on a regular basis record in the principal register of members all transfers of shares effected on any branch register and shall at all times maintain the principal register of members in such manner as to show at all times the members for the time being and the shares respectively held by them, in all respects in accordance with the Companies Act.

3.6 For so long as any shares are listed on the Stock Exchange, title to such listed shares may be evidenced and transferred in accordance with the Listing Rules that are or shall be applicable to such listed shares. The Register maintained by the Company in respect of such listed shares may be kept by recording the particulars as required pursuant to the Companies Act in a form otherwise than legible (provided it is capable of being reproduced in a legible form) if such recording otherwise complies with the Listing Rules that are or shall be applicable to such listed shares.

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Para 20 3.7 Except when the Register is closed in accordance with the terms equivalent to the relevant section of the Companies Ordinance, any Register held in Hong Kong shall during normal business hours (subject to such reasonable restrictions as the Board may impose) be open to inspection by a member without charge and any other person on payment of a fee of such amount not exceeding the maximum amount as may from time to time be permitted under the Listing Rules as the Board may determine for each inspection. Any member may require a copy of the Register, or any part thereof, on payment of HK\$0.25 or such lesser sum as the Company may prescribe, for every 100 words or fractional part thereof required to be copied. The Company shall cause any copy so required by any person to be sent to that person within a period of 10 days commencing on the date immediately after the day on which the request is received by the Company.

3.8 In lieu of, or apart from, closing the Register pursuant to these Articles, the Board may fix in advance a date as the record date for any such determination of members entitled to receive notice of, or to vote at any general meeting of the members or any adjournment thereof, or for the purpose of determining the members entitled to receive payment of any dividend or distribution, or in order to make a determination of members for any other purpose.

3.9 The Register may, subject to Article 3.7 and the Listing Rules, on 10 business days' notice (or on six (6) business days' notice in the case of a rights issue) being given by advertisement published on the Stock Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers, be closed at such times and for such periods as the Board may from time to time determine, either generally or in respect of any class of shares, provided that the Register shall not be closed for more than 30 days in each year (or such longer period as the members of the Company may by ordinary resolution determine, provided that such period shall not be extended beyond 60 days in any year). The Company shall, on demand, furnish any person seeking to inspect the Register or part thereof which is closed by virtue of these Articles with a certificate under the hand of the Secretary stating the period for which, and by whose authority, it is closed. In the event that there is an alteration of book closure dates, the Company shall give at least five (5) business days' notice in accordance with the procedures set out in this Article. If, however, there are exceptional circumstances (for instance, during a gale warning or black rainstorm warning and/or when extreme conditions are in force) that render the giving of such publication of notice impossible, the Company shall comply with these requirements as soon as practicable.

- 3.10 Every person whose name is entered as a member in the Register shall be entitled to receive within the relevant time limit as prescribed in the Companies Act or as the Stock Exchange may from time to time determine, whichever is shorter, after allotment or lodgement of a transfer (or within such other period as the conditions of issue shall provide or is required by the Listing Rules) one certificate for all his/her shares of each class, or, if he/she shall so request, in a case where the allotment or transfer is of a number of shares in excess of the number for the time being forming a board lot, such number of certificates for shares in board lots or whole multiples thereof as he/she shall request and one for the balance (if any) of the shares in question, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of the joint holders shall be sufficient delivery to all such holders.
- 3.11 The Company may, in the event of a change in the form of definitive share certificate adopted by the Board, issue new definitive certificates to all holders of shares appearing on the Register in replacement of old definitive certificates issued to such holders. The Board may resolve whether or not to require the return of the old certificates as a condition precedent to the issue of replacement certificates and, as regards any old certificates which have been lost or defaced, to impose such conditions (including as to indemnity) as the Board shall see fit. If the Board elects not to require the return of the old certificates, the same shall be deemed to have been cancelled and of no further effect for all purposes.
- 3.12 Every certificate for shares, warrants or debentures or representing any other form of securities of the Company shall be issued under the Seal of the Company, which shall only be affixed with the authority of the Board.
- 3.13 Every share certificate hereafter issued shall specify the number and class of shares in respect of which it is issued and the amount paid thereon and may otherwise be in such form as the Board may from time to time prescribe.
- 3.14 A share certificate shall relate to only one class of shares, and where the capital of the Company includes shares with different voting rights, the designation of each class of shares, other than those which carry the general right to vote at general meetings, must include the words *restricted voting* or *limited voting* or *non-voting* or some other appropriate designation which is commensurate with the rights attaching to the relevant class of shares.
- 3.15 The Company shall not be bound to register more than four persons as joint holders of any share. If any share shall stand in the names of two or more persons, the person first named in the Register shall be deemed to be sole holder thereof as regards service of notices and, subject to these Articles, all or any other matters connected with the Company, except the transfer of such share.



- 3.16 If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any not exceeding such other sum as may from time to time be allowed or not prohibited under the Listing Rules, and on such terms and conditions as to publication of notices, evidence and indemnity, as the Board thinks fit and in the case of wearing out or defacement, after delivery up of the old certificate. In the case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Company all costs and out-of-pocket expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity.

## **4 LIEN**

- 4.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies, whether presently payable or not, called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid-up shares) standing registered in the name of a member, whether solely or jointly with any other person or persons, for all the debts and liabilities of such member or his/her estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his/her estate and any other person, whether such person is a member or not.
- 4.2 The Company's lien (if any) on a share shall extend to all dividends and bonuses declared in respect thereof. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be exempt wholly or partially from the provisions of this Article.
- 4.3 The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of intention to sell in default, shall have been given, in the manner in which notices may be sent to members of the Company as provided in these Articles, to the registered holder for the time being of the shares, or the person entitled to the shares by reason of such holder's death, mental disorder, bankruptcy or winding-up.
- 4.4 The net proceeds of such sale after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or engagement in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For the purpose of giving effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see the application of the purchase money, nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

## 5 CALLS ON SHARES

- 5.1 Subject to the terms of allotment and issue of any shares (if any), the Board may from time to time make such calls as it thinks fit upon the members in respect of any monies unpaid on the shares held by them (whether in respect of par value or share premium). A call may be made payable either in one sum or by instalments. A call may be revoked or postponed as the Board may determine.
- 5.2 A member who is the subject of the call shall (subject to receiving at least 14 clear days' notice specifying the time or times for payment) pay to the Company at the time or times so specified the amount called on his/her shares.
- 5.3 A copy of the notice referred to in Article 5.2 shall be sent to the relevant members in the manner in which notices may be sent to members by the Company as herein provided.
- 5.4 In addition to the giving of notice in accordance with Article 5.3, notice of the person appointed to receive payment of every call and of the times appointed for payment may be given to the members affected by notice published on the Stock Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers.
- 5.5 Every member upon whom a call is made shall pay the amount of every call so made on him/her to the person and at the time or times as the Board shall specify. A person upon whom a call is made shall remain liable on such call notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 5.6 A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
- 5.7 The joint holders of a share shall be severally as well as jointly liable for the payment of all calls and instalments due in respect of such share or other monies due in respect thereof.
- 5.8 The Board may from time to time at its discretion extend the time fixed for any call, and may extend such time as regards all or any of the members, but no member shall be entitled to any such extension except as a matter of grace and favour.
- 5.9 If a call remains unpaid after it has become due and payable, the member from whom the sum is due shall pay interest on the unpaid amount at such rate as the Board shall determine (together with any expenses incurred by the Company as a result of such non-payment) from the day it became due and payable until it is paid, but the Board may waive payment of such interest or expenses in whole or in part.

- 5.10 No member shall be entitled to receive any dividend or bonus or to be present or vote (save as proxy or authorised representative for another member) at any general meeting, either personally or (save as proxy or authorised representative for another member) by proxy, or be counted in a quorum, or to exercise any other privilege as a member until all calls or instalments due from him/her to the Company, whether alone or jointly or jointly and severally with any other person, together with interest and expenses (if any) shall have been paid.
- 5.11 At a trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrues, that the resolution of the Board making the call has been duly recorded in the minute book of the Board, and that notice of such call was given to the member sued, in accordance with these Articles, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- 5.12 Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed time, whether in respect of par value or share premium, shall for all purposes of these Articles be deemed to be a call duly made and notified and payable on the date fixed for payment, and in case of non-payment, all the relevant provisions of these Articles, including without limitation the provisions as to payment of interest and expenses and forfeiture, shall apply as if such sums had become payable by virtue of a call duly made and notified.
- 5.13 The Board may, if it thinks fit, receive from any member willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any shares held by him/her, and in respect of all or any of the monies so advanced may pay interest at such rate (if any) as the Board may decide. A payment in advance of a call shall not entitle the member to receive any dividend subsequently declared or to exercise any other rights or privileges as a member in respect of the share or the due portion of the shares upon which payment has been advanced by such member before it is called up. The Board may at any time repay the amount so advanced upon giving to such member not less than one month's notice in writing of its intention on that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced.

## **6 FORFEITURE OF SHARES**

- 6.1 If a member fails to pay any call or instalment of a call after it has become due and payable, the Board may, for so long as any part of the call or instalment remains unpaid, without prejudice to the provisions of Article 5.9, give to such member not less than 14 clear days' notice requiring payment of the unpaid amount together with any interest which may have accrued and which may still accrue up to the date of payment (together with any expenses incurred by the Company as a result of such non-payment).



- 6.2 The notice referred to in Article 6.1 shall specify a further day (not earlier than the expiration of 14 clear days from the date of such notice) on or before which the payment required by the notice is to be made. The notice shall also state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
- 6.3 If such notice is not complied with, any share in respect of which the notice was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Board. Such forfeiture shall include all dividends, other distributions and other monies payable in respect of the forfeited share and not paid before the forfeiture. The Board may accept the surrender of any share liable to be forfeited hereunder and in such cases references in these Articles to forfeiture shall include surrender.
- 6.4 Any share so forfeited shall be deemed to be the property of the Company, and may be re-allotted, sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board thinks fit.
- 6.5 A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, shall surrender to the Company for cancellation of the certificate(s) for the shares forfeited and shall remain liable to pay to the Company all monies which, as at the date of forfeiture, were payable by him/her to the Company in respect of the forfeited shares together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until the date of payment as the Board may determine and any expenses incurred by the Company as a result of such non-payment. The Board may enforce the payment thereof as it thinks fit and without any deduction or allowance for the value of the shares as at the date of forfeiture, but the liability of the member shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares. For the purposes of this Article, any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed time, which is subsequent to the date of forfeiture, whether in respect of par value or share premium, shall notwithstanding that such time has not yet arrived be deemed to be payable on the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of payment.
- 6.6 A certificate in writing that the declarant is a Director or the Secretary, and that a share has been duly forfeited or surrendered on a date stated in the certificate, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any re-allotment, sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is re-allotted, sold or disposed of and such person shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the subscription or purchase money (if any), nor shall his/her title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, re-allotment, sale or disposal of such share.

- 6.7 When any share shall have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice or make any such entry.
- 6.8 Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been re-allotted, sold or otherwise disposed of, cancel the forfeiture on such terms as it thinks fit or permit the shares so forfeited to be bought back or redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the shares, and upon such further terms (if any) as it thinks fit.
- 6.9 The forfeiture of a share shall not prejudice the right of the Company to any call already made or any instalment payment thereon.
- 6.10 The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of allotment of a share, becomes payable at a fixed time, whether in respect of par value or share premium, as if the same had been payable by virtue of a call duly made and notified.

## **7 TRANSFER OF SHARES**

- 7.1 Subject to the terms of these Articles, any member may transfer all or any of his/her shares by an instrument of transfer. If the shares in question were issued in conjunction with rights, options, warrants or units issued pursuant to these Articles on terms that one cannot be transferred without the other, the Board shall refuse to register the transfer of any such share without evidence satisfactory to it of the like transfer of such right, option, warrant or unit.
- 7.2 Subject to these Articles and the Companies Act, all transfers of shares shall be effected by an instrument of transfer in writing in the usual or common form or in such other form as the Board may approve, provided always that it shall be consistent with the standard form prescribed by the Stock Exchange, and may be under hand or, if the transferor or transferee is a Clearing House (or its nominee(s)), under hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.
- 7.3 The instrument of transfer of any share shall be executed by or on behalf of the transferor and the transferee, provided that the Board may in its absolute discretion dispense with the execution of the instrument of transfer by the transferor or the transferee or accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect of such share. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

- 7.4 Fully paid shares shall be free from any restriction on transfer (except when permitted by the Stock Exchange) and shall also be free from all liens. The Board may, however, refuse in its absolute discretion to register a transfer of any share (i) which is not fully paid to a person of whom it does not approve, (ii) which is issued under any share option scheme upon which a restriction on transfer imposed on such share subsists, (iii) to more than four joint holders or (iv) which is not fully paid on which the Company has a lien.
- 7.5 The Board may also decline to recognise any instrument of transfer unless:
- (a) a fee up to such maximum sum as the Stock Exchange may from time to time determine to be payable has been paid to the Company;
  - (b) the instrument of transfer is lodged with the Company accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his/her behalf, the authority of that person so to do);
  - (c) the instrument of transfer is in respect of only one class of share; and
  - (d) if applicable, the instrument of transfer is properly stamped.
- 7.6 The Board may also decline to recognise any instrument of transfer if the proposed transfer does not comply with these Articles or any requirements of the Listing Rules.
- 7.7 No transfer shall be made to an infant or to a person in respect of whom an order has been made by any competent court or official on the grounds that he/she is or may be suffering from mental disorder or is otherwise incapable of managing his/her affairs or under other legal disability.
- 7.8 If the Board refuses to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal.
- 7.9 Upon every transfer of shares, the certificate in respect thereof held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the shares transferred to him/her in accordance with Article 3.10. If any of the shares included in the certificate so given up shall be retained by the transferor, a new certificate in respect thereof shall be issued to him/her in accordance with Article 3.10. The Company shall retain the instrument of transfer.
- 7.10 The registration of transfers may be suspended when the Register is closed in accordance with Article 3.9.

## **8 TRANSMISSION OF SHARES**

- 8.1 In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he/she was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his/her interest in the shares. Nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him/her.
- 8.2 Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a member may, upon such evidence as to his/her title being produced as may from time to time be required by the Board, and subject as hereinafter provided, elect either to be registered himself/herself as holder of the share or to have some person nominated by him/her registered as the transferee thereof.
- 8.3 If the person becoming entitled to a share pursuant to Article 8.2 shall elect to be registered himself/herself as the holder of such share, he/she shall deliver or send to the Company a notice in writing signed by him/her, stating that he/she so elects. If he/she shall elect to have his/her nominee registered, he/she shall testify his/her election by executing a transfer of such share to his/her nominee. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death, bankruptcy or winding-up of the member had not occurred and the notice or transfer were a transfer executed by such member.
- 8.4 A person becoming entitled to a share by reason of the death, bankruptcy or winding-up of the holder shall be entitled to the same dividends and other advantages to which he/she would be entitled if he/she were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 11.3 being met, such a person may vote at general meetings of the Company.

## **9 GENERAL MEETINGS**

- 9.1 The Company shall hold a general meeting for each financial year as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it, and such annual general meeting shall be held within six months after the end of the Company's financial year. The annual general meeting shall be held at such time and place as the Board shall determine. A meeting of the members or any class thereof may be held by telephone, tele-conferencing or other electronic means, provided that all participants are able to communicate contemporaneously with one another, and participation in a meeting in such manner shall constitute presence at such meetings.
- 9.2 All general meetings other than annual general meetings shall be called extraordinary general meetings.

App.3  
Para 14(1)

9.3 The Board may, whenever it thinks fit, convene an extraordinary general meeting. One or more members holding, as at the date of deposit of the requisition, in aggregate not less than one-tenth of the voting rights (on a one vote per share basis) in the share capital of the Company may also make a requisition to convene an extraordinary general meeting and/or add resolutions to the agenda of a general meeting. Such requisition shall be made in writing to the Board or the Secretary for the purpose of requiring an extraordinary general meeting to be called by the Board for the consideration of any business specified in such requisition. Such meeting shall be held within two months after the deposit of such requisition. If within 21 days of such deposit, the Board fails to proceed to convene such meeting, the requisitionist(s) himself/herself (themselves) may do so in the same manner, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

9.4 An annual general meeting of the Company shall be called by at least 21 days' notice in writing, and any other general meeting of the Company shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the time, place and agenda of the meeting, the particulars of the resolutions to be considered at the meeting and the general nature of the business to be considered at the meeting. The notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. Notice of every general meeting shall be given to the Auditors and to all members other than such as, under the provisions hereof or the terms of issue of the shares they hold, are not entitled to receive such notice from the Company. Notwithstanding that a meeting of the Company is called by shorter notice than that required in this Article, if permitted by the Listing Rules, it shall be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the members (or their proxies) entitled to attend and vote at such meeting; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting holding not less than 95% of the total voting rights held by such members.

9.5 The accidental omission to give any notice to, or the non-receipt of any notice by, any person entitled to receive notice shall not invalidate any resolution passed or any proceedings at any such meeting.

9.6 In the case where forms of proxy or notice of appointment of corporate representative are to be sent out with any notice, the accidental omission to send such forms of proxy or notice of appointment of corporate representative to, or the non-receipt of such forms by, any person entitled to receive notice of the relevant meeting shall not invalidate any resolution passed or any proceeding at any such meeting.

- 9.7 If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board in its absolute discretion considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time and place specified in the notice calling such meeting, it may change or postpone the meeting to another date, time and place in accordance with Article 9.9.
- 9.8 The Board shall also have the power to provide in every notice calling a general meeting that in the event of a gale warning, a black rainstorm warning or extreme conditions (or the equivalent in the location of the relevant meeting) is/are in force at any time on the day of the general meeting (unless such warning has been cancelled at least a minimum period of time prior to the general meeting as the Board may specify in the relevant notice), the meeting shall be postponed without further notice to be reconvened on a later date in accordance with Article 9.9.
- 9.9 Where a general meeting is postponed in accordance with Article 9.7 or 9.8:
- (a) the Company shall endeavour to cause a notice of such postponement, which shall set out the reason for the postponement in accordance with the Listing Rules, to be placed on the Company's Website and published on the Stock Exchange's website as soon as practicable, provided that failure to place or publish such notice shall not affect the automatic postponement of a general meeting pursuant to Article 9.8;
  - (b) the Board shall fix the date, time and place for the reconvened meeting and at least seven (7) clear days' notice shall be given for the reconvened meeting in accordance with these Articles. Such notice shall specify the date, time and place at which the postponed meeting will be reconvened, and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and
  - (c) only the business set out in the notice of the original meeting shall be considered at the reconvened meeting, and notice given for the reconvened meeting does not need to specify the business to be considered at the reconvened meeting, nor shall any accompanying documents be required to be recirculated. Where any new business is to be considered at such reconvened meeting, the Company shall give a fresh notice for such reconvened meeting in accordance with Article 9.4.



## **10 PROCEEDINGS AT GENERAL MEETINGS**

- 10.1 Subject to Article 5.10, for all purposes the quorum for a general meeting shall be two members present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy and entitled to vote. No business shall be considered at any general meeting unless the requisite quorum shall be present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting.
- 10.2 If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Board, and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the member or the members present in person (or, in the case of a member being a corporation by its duly authorised representative) or by proxy and entitled to vote shall be a quorum and may consider the business for which the meeting was called.
- 10.3 The chairman (if any) of the Company or if he/she is absent or declines to take the chair at such meeting, the vice chairman (if any) of the Company shall take the chair at every general meeting, or, if there be no such chairman or vice chairman, or, if at any general meeting neither of such chairman or vice chairman is present within 15 minutes after the time appointed for holding such meeting, or both such persons decline to take the chair at such meeting, the Directors present shall choose one of their number as chairman of the meeting, and if no Director be present or if all the Directors present decline to take the chair or if the chairman chosen shall retire from the chair, then the members present shall choose one of their number to be chairman of the meeting.
- 10.4 The chairman of the meeting may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least seven (7) clear days' notice, specifying the place, the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be considered at the adjourned meeting. Save as aforesaid, no notice of an adjournment or of the business to be considered at any adjourned meeting needs to be given nor shall any member be entitled to any such notice. No business shall be considered at an adjourned meeting other than the business which might have been considered at the meeting from which the adjournment took place.

- 10.5 At any general meeting a resolution put to the vote of the meeting shall be decided by poll save that the chairman of the meeting may, pursuant to the Listing Rules, allow a resolution which relates purely to a procedural or administrative matter to be voted by a show of hands. 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 by:
- (a) at least two members present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy for the time being entitled to vote at the meeting;
  - (b) any 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 representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (c) any 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 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 the shares conferring that right.
- 10.6 A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place as the chairman of the meeting directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded. In the event that a poll is demanded after the chairman of the meeting allows a show of hands pursuant to Article 10.5, the demand for a poll may be withdrawn, with the consent of the chairman of the meeting, at any time before the close of the meeting at which the poll was demanded or the taking of the poll, whichever is the earlier.
- 10.7 Any poll on the election of a chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.
- 10.8 Where a resolution is voted on by a show of hands as permitted under the Listing Rules, a declaration by the chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect in the minute book of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 10.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the chairman of the meeting shall determine the same, and such determination shall be final and conclusive.
- 10.10 The demand for a poll shall not prevent the continuance of a meeting for the consideration of any business other than the question on which a poll has been demanded.



- 10.11 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings shall not be invalidated by any error in such ruling.
- 10.12 A resolution in writing (in one or more counterparts), including a special resolution, signed by all members for the time being entitled to receive notice of and to attend and vote at a general meeting (or being corporations by their duly appointed representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and where the resolution states a date as being the date of the signature of any member, such statement shall be prima facie evidence that it was signed by him/her on that date.
- 10.13 Subject to Article 2.4, the provisions of special resolutions and ordinary resolutions shall apply *mutatis mutandis* to any resolutions passed by the holders of any class of shares.

## 11 VOTES OF MEMBERS

- 11.1 Subject to Article 5.10 and to any rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting on a poll every member present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy shall have one vote for every share of which he/she is the registered holder on the Register, and on a show of hands every member who is present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy shall have one vote. On a poll a member entitled to more than one vote need not use all his/her votes or cast all his/her votes in the same way. Notwithstanding anything contained in these Articles, 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 and on a poll, each such proxy is under no obligation to cast all his/her votes in the same way.
- 11.2 All members of the Company (including a member which is a Clearing House (or its nominee(s))) shall have the right to (i) speak at a general meeting and (ii) vote at a general meeting except where a member is required by the Listing Rules to abstain from voting to approve the matter under consideration. Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.
- 11.3 Any person entitled under Article 8.2 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he/she were the registered holder of such shares, provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he/she proposes to vote, he/she shall satisfy the Board of his/her right to be registered as the holder of such shares or the Board shall have previously admitted his/her right to vote at such meeting in respect thereof.

- 11.4 Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he/she were solely entitled thereto. If more than one of such joint holders are present at any meeting personally or by proxy, the more senior holder shall alone be entitled to vote in respect of the relevant joint holding and, for this purpose, seniority shall be determined by reference to the order in which the names of the joint holders stand on the Register in respect of the relevant joint holding. Several executors or administrators of a deceased member, and several trustees in bankruptcy or liquidators of a member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
- 11.5 A member in respect of whom an order has been made by any court having jurisdiction on the grounds that he/she is or may be suffering from mental disorder or is otherwise incapable of managing his/her affairs may vote, whether on a poll or on a show of hands, by any person authorised in such circumstances to do so, and such person may vote by proxy.
- 11.6 Save as expressly provided in these Articles or otherwise determined by the Board, no person other than a member duly registered and who shall have paid everything for the time being due from him/her payable to the Company in respect of his/her shares shall be entitled to be present or to vote (save as proxy or authorised representative for another member), or counted in a quorum, whether personally or by proxy, at any general meeting.
- 11.7 No objection shall be raised as to the qualification of any person exercising or purporting to exercise a vote or the admissibility of any vote except at the meeting or adjourned meeting at which the person exercising or purporting to exercise his/her vote or the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

## **12 APPOINTMENT OF PROXY AND CORPORATE REPRESENTATIVE**

- 12.1 Any member (including a member which is a Clearing House (or its nominee(s))) entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (being a natural person) as his/her proxy to attend and vote in his/her place. 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 a general meeting of the Company or at a class meeting. A proxy need not be a member, and shall be entitled to exercise the same powers on behalf of a member who is a natural person and for whom he/she acts as proxy as such member could exercise. In addition, a proxy shall be entitled to exercise the same powers on behalf of a member which is a corporation and for which he/she acts as proxy as such member could exercise as if it were a natural person member present in person at any general meeting. On a poll or a show of hands votes may be given either personally (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy.

- 12.2 The instrument appointing a proxy shall be in writing and executed under the hand of the appointor or of his/her attorney duly authorised in writing, or if the appointor is a corporation or other non-natural person, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign the same.
- 12.3 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 notarially certified copy of such power or authority, shall be deposited at the Registered Office, the principal place of business of the Company in Hong Kong or such other place as may be specified in the notice of meeting, any notice of adjournment or, in either case, any document sent together with such notice, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid, provided always that the chairman of the meeting may at his/her discretion direct that an instrument of proxy shall be deemed to have been duly delivered upon receipt of telex or cable or facsimile confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. Delivery of any instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
- 12.4 Every instrument of proxy, whether for a specified meeting or otherwise, shall be in such form that complies with the Listing Rules as the Board may from time to time approve. Any form issued to a member for use by him/her for appointing a proxy to attend and vote at a general meeting at which any business is to be considered shall be such as to enable the member, according to his/her intentions, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise the discretion of the proxy in respect of) each resolution dealing with any such business.
- 12.5 The instrument appointing a proxy to vote at a general meeting shall (a) be deemed to confer authority upon the proxy to demand or join in demanding a poll and to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit; and (b) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates, provided that the meeting was originally held within 12 months from such date.
- 12.6 A vote given in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the relevant proxy, power of attorney or other authority or the transfer of the share in respect of which the proxy or authority is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the Registered Office or at such other place as is referred to in Article 12.3, at least two hours before the commencement of the meeting or adjourned meeting at which the proxy is used.

12.7 Any corporation or other non-natural person which is a member may, in accordance with its constitutional documents or in the absence of such provision by resolution of its directors or other governing body or by power of attorney, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members, and the person so authorised shall be entitled to exercise the same rights and powers on behalf of the corporation which he/she represents as that corporation could exercise as if it were a natural person member. References in these Articles to a member present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a member represented at the meeting by such duly authorised representative.

App.3  
Para 19

12.8 If a Clearing House (or its nominee(s)) is a member, it may appoint proxies or authorise such person or persons as it thinks fit to act as its representative or representatives, who enjoy rights equivalent to the rights of other members, at any meeting of the Company (including but not limited to general meetings and creditors meetings) or at any meeting of any class of members, provided that if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. A person so authorised shall be deemed to have been duly authorised without the need to produce any documents of title, notarised authorisation and/or further evidence to substantiate that it is so authorised, and shall be entitled to exercise the same rights and powers on behalf of the Clearing House (or its nominee(s)) which he/she represents as the Clearing House (or its nominee(s)) could exercise as if such person were a natural person member holding the number and class of shares specified in such authorisation, including the right to speak and vote individually on a show of hands or on a poll notwithstanding any contrary provision contained in these Articles.

## **13 REGISTERED OFFICE**

The Registered Office of the Company shall be at such place in the Cayman Islands as the Board shall from time to time decide.

## **14 BOARD OF DIRECTORS**

14.1 The number of Directors shall not be less than two.

14.2 The Company shall keep at its Registered Office a register of its directors and officers in accordance with the Companies Act, and shall send to the Registrar of Companies of the Cayman Islands a copy of such register and shall from time to time notify the Registrar of Companies of the Cayman Islands of any change that takes place in relation to such Directors and officers as required by the Companies Act.

14.3 A Director may at any time, by notice in writing signed by him/her delivered to the Registered Office, the principal office of the Company in Hong Kong or at a meeting of the Board, appoint any person (including another Director) to act as alternate Director in his/her place during his/her absence and may in like manner at any time terminate such appointment. If such person is not another Director such appointment unless previously approved by the Board shall have effect only upon and subject to being so approved. The appointment of

an alternate Director shall terminate on the happening of any event which, were he/she a Director, would cause him/her to vacate such office or if his/her appointor ceases to be a Director. An alternate Director may act as alternate to more than one Director.

- 14.4 An alternate Director shall be entitled (in addition to his/her appointor) to receive and (in lieu of his/her appointor) to waive notices of meetings of the Board and of any committee of the Board of which his/her appointor is a member and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him/her is not personally present and generally at such meeting to perform all the functions of his/her appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he/she (instead of his/her appointor) were a Director. If he/she shall be himself/herself a Director or shall attend any such meeting as an alternate for more than one Director his/her voting rights shall be cumulative and he/she need not use all his/her votes or cast all the votes he/she uses in the same way. If his/her appointor is for the time being not available or unable to act (as to which a certificate by the alternate shall in the absence of actual notice to the contrary to other Directors be conclusive), his/her signature to any resolution in writing of the Directors or any such committee shall be as effective as the signature of his/her appointor. His/her attestation of the affixing of the Seal shall be as effective as the signature and attestation of his/her appointor. An alternate Director shall not, save as aforesaid, have power to act as a Director nor shall he/she be deemed to be a Director for the purposes of these Articles.
- 14.5 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he/she were a Director, but he/she shall not be entitled to receive from the Company in respect of his/her appointment as alternate Director any remuneration except only such part (if any) of the ordinary remuneration otherwise payable to his/her appointor as such appointor may by notice in writing to the Company from time to time direct.
- 14.6 In addition to the provisions of Articles 14.3 to 14.5, a Director may be represented at any meeting of the Board (or of any committee of the Board) by a proxy appointed by him/her, in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director. A proxy need not himself/herself be a Director and the provisions of Articles 12.1 to 12.6 shall apply *mutatis mutandis* to the appointment of proxies by Directors save that an instrument appointing a proxy shall not become invalid after the expiration of 12 months from its date of execution but shall remain valid for such period as the instrument shall provide or, if no such provision is made in the instrument, until revoked in writing and save also that a Director may appoint any number of proxies although only one such proxy may attend in his/her stead at meetings of the Board (or of any committee of the Board).
- 14.7 There is no shareholding qualification for Directors or alternate Directors, who shall nevertheless be entitled to attend and speak at all general meetings of the Company and all meetings of any class of members of the Company.



- 14.8 A Director shall be entitled to receive such sums as shall from time to time be determined by the Company in general meetings or by the Board. Such remuneration shall be in addition to any other remuneration to which a Director who holds any salaried employment or office in the Company may be entitled by reason of such employment or office.
- 14.9 The Directors shall also be entitled to be repaid all expenses, including travel expenses, reasonably incurred by them in connection with attendance at meetings of the Board of committees of the Board, or general meetings of the Company or separate meetings of the holders of any class of shares or debentures of the Company, or otherwise in connection with the business of the Company and the discharge of their duties as Directors, and/or to receive fixed allowances in respect thereof as may be determined by the Board.
- 14.10 The Board of the Company in general meetings may also approve additional remuneration to any Director for any services which in the opinion of the Board of the Company in general meetings go beyond such Director's ordinary routine work as a Director. Such additional remuneration may be paid to such Director in addition to or in substitution for his/her ordinary remuneration as a Director, and may be made payable by way of salary, commission or participation in profits or otherwise as may be agreed.
- 14.11 The remuneration of an executive director or a Director appointed to any other office in the management of the Company may from time to time be fixed by the Board and may be by way of salary, commission or participation in profits or otherwise or by all or any of those modes and with such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time decide. Such remuneration shall be in addition to his/her ordinary remuneration as a Director.
- 14.12 The office of a Director shall be vacated if:
- (a) the Director gives notice in writing to the Company that he/she resigns from his/her office as Director;
  - (b) the Director is absent, without being represented by proxy or an alternate Director appointed by him/her, for a continuous period of 12 months without special leave of absence from the Board, and the Board passes a resolution that he/she has by reason of such absence vacated his/her office;
  - (c) the Director becomes bankrupt or has a receiving order made against him/her or suspends payment or compounds with his/her creditors generally;
  - (d) the Director dies or an order is made by any competent court or official on the grounds that he/she is or may be suffering from mental disorder or is otherwise incapable of managing his/her affairs and the Board resolves that his/her office be vacated;
  - (e) the Director is prohibited from being or ceases to be a Director by operation of law;
  - (f) the Director has been required by the Stock Exchange to cease to be a Director or no longer qualifies to be a Director pursuant to the Listing Rules;

- (g) the Director is removed from office by an ordinary resolution under Article 15.7; or
- (h) the Director is removed from the office by notice in writing served upon him/her signed by not less than three-fourths in number (or if that is not a round number, the nearest lower round number) of the Directors (including himself/herself) then in office.

14.13 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 Director, by reason only of his/her having attained any particular age.

14.14 No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director is in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being any member or so interested be liable to account to the Company for any profit so realised by or arising in connection with any such contract or transaction by reason of such Director or alternate Director holding such office or of the fiduciary relationship established it, provided that such Director or alternate Director shall declare the nature of his/her interest in any such contract or transaction at or prior to the consideration and vote on such contract or transaction, either specifically or by way of a general notice stating that, by reason of the facts specified in such notice, he/she is to be regarded as interested in any such contract or transaction.

14.15 Any Director may continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company in which the Company may be interested, and (unless otherwise agreed between the Company and the Director) no such Director shall be liable to account to the Company or the members for any remuneration or other benefits received by him/her as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any such other company. The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors, managing directors, joint managing directors, deputy managing director, executive directors, managers or other officers of such company) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he/she may be, or is about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he/she is or may become interested in the exercise of such voting rights in the manner aforesaid.

14.16 A Director may hold any other office or place of profit with the Company (except that of Auditors) in conjunction with his/her office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration for such other office or place of profit (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Articles.

14.17 A Director shall not vote on (or be counted in the quorum in relation to) any resolution of the Board in respect of any contract or arrangement or other proposal in which he/she or any of his/her close associate(s) (or, if required by the Listing Rules, his/her other associates) has a material interest, and if he/she shall do so his/her vote shall not be counted and he/she shall not be counted in the quorum for such resolution. This prohibition shall not apply to any of the following matters namely:

- (a) the giving of any security or indemnity either:
  - (i) to the Director or his/her close associate(s) in respect of money lent or obligations incurred or undertaken by him/her or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or
  - (ii) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his/her close associate(s) has himself/herself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
- (b) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his/her close associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (c) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
  - (i) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his/her close associate(s) may benefit; or
  - (ii) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to the Director, his/her close associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or his/her close associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and
- (d) any contract or arrangement in which the Director or his/her close associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/her/their interest in shares or debentures or other securities of the Company.



- 14.18 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of or terminating the appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not prohibited from voting under Article 14.17) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his/her own appointment.
- 14.19 If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or his/her close associates or as to the entitlement of any Director (other than the chairman of the meeting) to vote or be counted in the quorum and such question is not resolved by his/her voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairman of the meeting and his/her ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director or his/her close associates concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting or his/her close associates such question shall be decided by a resolution of the Board (for which purpose such chairman shall not be counted in the quorum and shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman or his/her close associates as known to him/her has not been fairly disclosed to the Board.

## **15 APPOINTMENT AND ROTATION OF DIRECTORS**

- 15.1 Notwithstanding any other provisions in these Articles, at each annual general meeting, one-third of the Directors for the time being (or, if such number is not a multiple of three, then the number nearest to but not less than one-third) shall retire from office by rotation, provided that every Director shall be subject to retirement by rotation at least once every three years. Any Director required to stand for re-election pursuant to Article 15.5 shall not be taken into account in determining the number and identity of Directors to retire by rotation. A retiring Director shall retain office until the close of the annual general meeting at which he/she retires and shall be eligible for re-election at such meeting.
- 15.2 The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself/herself for re-election. The Directors to retire at each annual general meeting shall be those who have been longest in office since their last re-election or appointment and, as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 15.3 The Company in general meeting may from time to time fix and may from time to time by special resolution increase or reduce the maximum and minimum number of Directors, provided that the number of Directors shall not be less than two.

15.4 Subject to the provisions of these Articles and the Companies Act, the Company may in general meeting by ordinary resolution elect any person to be a Director (including a managing director or other executive director).

App.3  
Para 4(2)

15.5 The Board may at any time appoint any person to be a Director either to fill a casual vacancy or as an additional Director, subject to any maximum number fixed by a special resolution or these Articles. Any Director appointed by the Board to fill a casual vacancy or as an addition to the existing Board shall hold office only until the first annual general meeting of the Company after his/her appointment and shall then be eligible for re-election at such meeting. Any Director appointed under this Article shall not be taken into account in determining the number and identity of Directors to retire by rotation pursuant to Article 15.1.

15.6 No person, other than a retiring Director, shall, unless recommended by the Board, be eligible for election to the office of Director at any general meeting, unless during the period, which shall be at least seven (7) days, commencing no earlier than the day after the despatch of the notice of the meeting appointed for such election and ending no later than seven (7) days prior to the date of such meeting, there has been received by the Company notice in writing by a member (not being the person to be proposed), entitled to attend and vote at the meeting for which such notice is given, of his/her intention to propose such person for election and also notice in writing signed by the person to be proposed of his/her willingness to be elected. The Company shall include the particulars of such proposed person for election as a Director in its announcement or supplementary circular, and shall give the members at least seven (7) days to consider the relevant information disclosed in such announcement or supplementary circular prior to the date of the meeting of the election.

App.3  
Para 4(3)

15.7 The members may by ordinary resolution remove any Director (including a managing director or other executive director) before the expiration of his/her term of office, notwithstanding anything in these Articles or any agreement between the Company and such Director and may by ordinary resolution elect another person in his/her stead. Any Director so appointed shall be subject to retirement by rotation pursuant to Article 15.1. Nothing in this Article shall be taken as depriving a Director so removed of any compensation or damages payable to such Director in respect of the termination of his/her appointment as Director or of any other appointment or office as a result of the termination of his/her appointment as Director.

## **16 BORROWING POWERS**

16.1 The Board may from time to time at its discretion exercise all the powers of the Company to raise or borrow money, secure the payment of any sum or sums of money for the purposes of the Company, and mortgage or charge all or any part of its undertaking, property and uncalled capital.

16.2 The Board may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular but subject to the provisions of the Companies Act, by the issue of debentures, debenture stock, bonds and other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or any third party.

- 16.3 Debentures, debenture stock, bonds and other securities (other than shares which are not fully paid) may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- 16.4 Any debentures, debenture stock, bonds or other securities (other than shares) may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment or subscription of or conversion into shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
- 16.5 The Directors shall cause a proper register to be kept, in accordance with the provisions of the Companies Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with such provisions of the Companies Act with regard to the registration of mortgages and charges as may be specified or required.
- 16.6 If the Company issues a series of debentures or debenture stock not transferable by delivery, the Board shall cause a proper register to be kept of the holders of such debentures.
- 16.7 Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the members or otherwise, to obtain priority over such prior charge.

## **17 MANAGING DIRECTORS, ETC**

- 17.1 The Board may from time to time appoint any one or more of the Directors to the office of managing director, joint managing director, deputy managing director or other executive director and/or such other office in the management of the business of the Company as it may decide for such period and upon such terms as it thinks fit and upon such terms as to remuneration as it may decide in accordance with Article 14.11.
- 17.2 Every Director appointed to an office under Article 17.1 shall, but without prejudice to any claim for damages for breach of any contract of service between himself/herself and the Company, be liable to be dismissed or removed therefrom by the Board.
- 17.3 A Director appointed to an office under Article 17.1 shall be subject to the same provisions as to resignation and removal as the other Directors, and he/she shall, but without prejudice to any claim for damages for breach of any contract of service between himself/herself and the Company, *ipso facto* and immediately cease to hold such office if he/she shall cease to hold the office of Director for any cause.
- 17.4 The Board may from time to time entrust to and confer upon a chairman, vice chairman, managing director, joint managing director, deputy managing director or executive director all or any of the powers of the Board that it may think fit, provided that the exercise of all powers by such Director shall be subject to such regulations and restrictions as the Board may from time to time make and impose, and, subject to the terms thereof, the said powers may at any time be withdrawn, revoked or varied, but no person dealing in good faith and without notice of such withdrawal, revocation or variation shall be affected thereby.

17.5 The Board may from time to time appoint any person to an office or employment having a designation or title including the word *director* or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word *director* in the designation or title of any office or employment with the Company (other than the office of managing director or joint managing director or deputy managing director or executive director) shall not imply that the holder thereof is a Director nor shall such holder be empowered in any respect to act as a Director or be deemed to be a Director for any of the purposes of these Articles.

## **18 MANAGEMENT**

18.1 The business of the Company shall be managed by the Board who, in addition to the powers and authorities by these Articles expressly conferred upon it, may exercise all such powers and do all such acts and things as may be exercised or done or approved by the Company and are not hereby or by the Companies Act expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Companies Act and of these Articles and to any regulations from time to time made by the Company in general meeting not being inconsistent with such provisions or these Articles, provided that no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

18.2 Without prejudice to the general powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:

- (a) to give to any person the right or option of requiring at a future date that an allotment shall be made to him/her of any share at par or at such premium and on such other terms as may be agreed;
- (b) to give to any Directors, officers or employees of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration; and
- (c) to repay all expenses, including travel expenses, reasonably incurred by any Directors, officers or employees of the Company in connection with the discharge of their duties as Directors, officers or employees of the Company, and/or to receive fixed fees or allowances in respect thereof as may be determined by the Board.

## **19 MANAGERS**

19.1 The Board may from time to time appoint a general manager, manager or managers of the business of the Company and may fix his/her or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager, manager or managers who may be employed by him/her or them upon the business of the Company.

- 19.2 The appointment of such general manager, manager or managers may be for such period as the Board may decide and the Board may confer upon him/her or them all or any of the powers of the Board and such title or titles as it may think fit.
- 19.3 The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as it may in its absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

## **20 CHAIRMAN AND OTHER OFFICERS**

Subject to Article 21.4, the Board may from time to time elect or otherwise appoint one of the Directors to the office of chairman of the Company and another to be the vice chairman of the Company (or two or more vice Chairmen) and determine the period for which each of them is to hold office. The chairman of the Company or, in his/her absence, the vice chairman of the Company shall preside as chairman at meetings of the Board, but if no such chairman or vice chairman be elected or appointed, or if at any meeting the chairman or vice chairman is not present within 15 minutes after the time appointed for holding the same and willing to act, the Directors present shall choose one of their number to be chairman of such meeting. All the provisions of Articles 14.11, 15.1, 17.2, 17.3 and 17.4 shall apply *mutatis mutandis* to any Directors elected or otherwise appointed to any office in accordance with the provisions of this Article.

## **21 PROCEEDINGS OF THE DIRECTORS**

- 21.1 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in any part of the world and may determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors including at least the chairman of the Company present in person from the start and throughout such meeting shall be a quorum. For the purpose of this Article an alternate Director shall be counted in a quorum separately in respect of himself/herself (if a Director) and in respect of each Director for whom he/she is an alternate and his/her voting rights shall be cumulative and he/she need not use all his/her votes or cast all his/her votes in the same way. A meeting of the Board or any committee of the Board may be held by telephone, teleconferencing or other electronic means, provided that all participants are able to communicate contemporaneously with one another, and participation in a meeting in such manner shall constitute presence in person at such meeting.
- 21.2 A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. Unless the Board has determined otherwise, not less than 48 hours' notice of any such meeting shall be given to each Director and alternate Director either in writing or by telephone or by facsimile, electronic mail, telex or telegram at the address or electronic mail address or telephone, facsimile or telex number from time to time notified to the Company by such Director or alternate Director or in such other manner as the Board may from time to time determine.



- 21.3 Subject to Articles 14.14 to 14.19 and 21.4, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 21.4 Notwithstanding anything to the contrary contained herein, resolutions of the Board regarding the appointment or removal of the CEO and the chairman of the Company shall be determined by at least two-thirds (2/3) of the votes held by all the Directors.
- 21.5 A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board generally.
- 21.6 The Board may delegate any of its powers to committees consisting of such member(s) of it and such other person(s) as it thinks fit, and it may from time to time revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes, but every committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board.
- 21.7 All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any special committee, and charge such remuneration to the current expenses of the Company.
- 21.8 The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not replaced by any regulations imposed by the Board pursuant to Article 21.6.
- 21.9 All *bona fide* acts done by any meeting of the Board or by any such committee or by any person acting as a Director shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of such committee.
- 21.10 The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Board meeting, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number of the necessary quorum or of summoning a general meeting of the Company but for no other purpose.
- 21.11 A resolution in writing signed by all the Directors (or their respective alternate Directors) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolutions in writing may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. Notwithstanding the foregoing, a resolution of the Directors which relates to any matter or business in which

a substantial shareholder of the Company or a Director has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles.

## **22 MINUTES AND CORPORATE RECORDS**

22.1 The Board shall cause minutes to be made of:

- (a) all appointments of officers made by it;
- (b) the names of the Directors present at each meeting of the Board and of committees appointed pursuant to Article 21.6;
- (c) all declarations made or notices given by any Director of his/her interest in any contract or proposed contract or of his/her holding of any office or property whereby any conflict of duty or interest may arise; and
- (d) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.

22.2 Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

## **23 SECRETARY**

23.1 The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may, without prejudice to his/her right under any contract with the Company, be removed by the Board. Anything by the Companies Act or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any other reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specifically on behalf of the Board.

23.2 The Secretary shall attend all meetings of the members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. The Secretary shall perform such other duties as are prescribed by the Companies Act and these Articles, together with such other duties as may from time to time be prescribed by the Board.

23.3 A provision of the Companies Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

## **24 GENERAL MANAGEMENT AND USE OF THE SEAL**

- 24.1 The Board shall provide for the safe custody of each Seal, and no Seal shall be used without the authority of the Board or a committee authorised by the Board in that behalf.
- 24.2 Every instrument to which a Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose. The securities seal which shall be a facsimile of the common seal with the word “Securities” engraved thereon shall be used exclusively for sealing securities issued by the Company and for sealing documents creating or evidencing securities so issued. The Board may either generally or in any particular case resolve that the securities seal or any signatures or any of them may be affixed to or imprinted on certificates for shares, warrants, debentures or any other form of security by facsimile or other mechanical means specified in such authority or that any such certificates sealed with the securities seal need not be signed by any person. Every instrument to which the seal is affixed or on which the seal is imprinted as aforesaid shall, as regards all persons dealing in good faith with the Company, be deemed to have been affixed to or imprinted on that instrument with the authority of the Directors previously given.
- 24.3 The Company may have a duplicate seal for use outside of the Cayman Islands as and where the Board shall determine, and the Company may by writing under the seal appoint any agents or agent, committees or committee abroad to be the agents of the Company for the purpose of affixing and using such duplicate seal and they may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the seal, the reference shall, when and so far as may be applicable, be deemed to include any such duplicate seal as aforesaid.
- 24.4 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company’s banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.
- 24.5 The Board may from time to time and at any time, by power of attorney under its Seal, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him/her.



- 24.6 The Company may, by writing under its Seal, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf and to enter into contracts and sign the same on its behalf and every deed signed by such attorney on behalf of the Company and under his/her seal shall bind the Company and have the same effect as if it were under the Seal duly affixed by the Company.
- 24.7 The Board may establish any committees, regional or local boards or agencies for managing any of the affairs of the Company, either in the Cayman Islands, Hong Kong or elsewhere, and may appoint any persons to be members of such committees, regional or local boards or agencies and may fix their remuneration, and may delegate to any committee, regional or local board or agent any of the powers, authorities and discretions vested in the Board (other than its powers to make calls and forfeit shares), with the power to sub-delegate, and may authorise the members of any regional or local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be upon such terms and subject to such conditions as the Board may think fit. The Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- 24.8 The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds or (with the sanction of an ordinary resolution) employee or executive share option schemes for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company, and the spouses, widows, widowers, families and dependants of any such persons. The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his/her own benefit any such donation, gratuity, pension, allowance or emolument.

## **25 AUTHENTICATION OF DOCUMENTS**

- 25.1 Any Director or the Secretary or other authorised officer of the Company shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies of extracts. Where any books, records, documents or accounts are elsewhere than at the Registered Office or the principal place of business of the Company in Hong Kong, the local manager or such other officer of the Company having the custody thereof shall be deemed to be the authorised officer of the Company as aforesaid.
- 25.2 A document purporting to be a document so authenticated or a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any local board or committee, or of any books, records, documents or accounts or extracts therefrom as aforesaid, and which is certified as aforesaid, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that the document authenticated (or, if this be authenticated as aforesaid, the matter so authenticated) is authentic, or that such resolution has been duly passed, or that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting, or that the copies of such books, records, documents or accounts were true copies of their originals, or that the extracts of such books, records, documents or accounts are true and accurate records of the books, records, documents or accounts from which they were extracted, each as the case may be.

## **26 CAPITALISATION OF RESERVES**

- 26.1 The Company in general meeting may, upon the recommendation of the Board, by ordinary resolution resolve that it is desirable to capitalise all or any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or funds or to the credit of the profit and loss account or otherwise available for distribution (and not required for the payment or provision of dividend on any shares with a preferential right to dividend) and accordingly that such sums be set free for distribution among the members who would have been entitled thereto if distributed by way of dividend and in the same proportion on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares, debentures or other securities of the Company to be allotted and distributed credited as fully paid up to and among such members in proportion aforesaid or partly in one way and partly in the other, and the Board shall give effect to such resolution, provided that a share premium account and a capital redemption reserve and any reserve or fund representing unrealised profits may, for the purposes of this Article, only be applied in paying up unissued shares to be issued to members as fully paid up shares or paying up calls or instalments due or payable on partly paid securities of the Company subject always to the provisions of the Companies Act.

26.2 Whenever such a resolution as referred to in Article 26.1 shall have been passed, the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid up shares, debentures or other securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board:

- (a) to make such provision by the issue of fractional certificates or by payment in cash or otherwise (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned) as it thinks fit in cases where shares, debentures or other securities become distributable in fractions;
- (b) to exclude the right of participation or entitlement of any member with a registered address in any territory where:
  - (i) in the absence of a registration statement or other special formalities, the circulation of an offer of such right or entitlement would or might be unlawful; or
  - (ii) the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable thereto are, in the opinion of the Board, out of proportion to the benefits of the Company; and
- (c) to authorise any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares, debentures or other securities to which they may be entitled upon such capitalisation, or, as the case may require, for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

26.3 The Board may, in relation to any capitalisation sanctioned under Article 26.2 in its absolute discretion, and in such circumstances and if directed so to do by a member or members entitled to an allotment and distribution credited as fully paid up of unissued shares or debentures in the Company pursuant to such capitalisation, specify that the unissued shares, debentures or other securities to which that member is entitled shall be allotted and distributed credited as fully paid up to such person or persons as that member may nominate by notice in writing to the Company, such notice to be received not later than the day for which the general meeting of the Company to sanction the capitalisation is convened.

## 27 DIVIDENDS AND RESERVES

- 27.1 Subject to the Companies Act and these Articles, the Company may by ordinary resolution resolve to declare dividends in any currency and authorise payment of the dividends out of the funds of the Company lawfully available, provided that (i) no dividends shall exceed the amount recommended by the Board and (ii) no dividends shall be paid except out of the realised or unrealised profits of the Company, out of the share premium account or as otherwise permitted by law.
- 27.2 Subject to the provisions of the Companies Act but without prejudice to Article 27.2, the dividends, interest and bonuses and any other benefits and advantages in the nature of income receivable in respect of the Company's investments, and any commissions, trusteeship, agency, transfer and other fees and current receipts of the Company shall, subject to the payment thereof of the expenses of management, interest upon borrowed money and other expenses which in the opinion of the Board are of a revenue nature, constitute the profits of the Company available for distribution.
- 27.3 The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the financial conditions and the profits of the Company and, in particular (but without prejudice to the generality of the foregoing), if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer to the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts *bona fide*, it shall not incur any responsibility to the holders of shares conferring any preferential rights for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights.
- 27.4 The Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the financial conditions and the profits of the Company justify the payment.
- 27.5 The Board may in addition from time to time declare and pay special dividends on shares of any class of such amounts and on such dates as it thinks fit, and the provisions of Article 27.3 as regards the power and exemption from liability of the Board as regards the declaration and payment of interim dividends shall apply, *mutatis mutandis*, to the declaration and payment of any such special dividends.
- 27.6 No dividends or other monies payable on or in respect of a share shall carry interest against the Company.

27.7 Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on the share capital of the Company, the Board may further resolve, either:

- (a) that such dividend be satisfied in whole or in part in the form of an allotment of shares credited as fully paid on the basis that the shares so allotted shall be of the same class as the class already held by the allottee, provided that the members entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:
  - (i) the basis of any such allotment shall be determined by the Board;
  - (ii) the Board, after determining the basis of allotment, shall give not less than 14 clear days' notice in writing to the members of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
  - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
  - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash in respect whereof the cash election has not been duly exercised (the *non-elected shares*) and, in lieu and in satisfaction thereof, shares shall be allotted credited as fully paid to the holders of the non-elected shares on the basis of allotment determined as aforesaid, and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, share premium account and capital redemption reserve (if there be any such reserve)) as the Board may determine, a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and among the holders of the non-elected shares on such basis; or
- (b) that members entitled to such dividend will be entitled to elect to receive an allotment of shares credited as fully paid in lieu of the whole or such part of the dividend as the Board may think fit on the basis that the shares so allotted shall be of the same class as the class of shares already held by the allottee. In such case, the following provisions shall apply:
  - (i) the basis of any such allotment shall be determined by the Board;
  - (ii) the Board, after determining the basis of allotment, shall give not less than 14 clear days' notice in writing to the members of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

- (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
- (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised (the *elected shares*) and, in lieu thereof, shares shall be allotted credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid, and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, share premium account and capital redemption reserve (if there be any such reserve)) as the Board may determine, a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and among the holders of the elected shares on such basis.

27.8 The shares allotted pursuant to the provisions of Article 27.7 shall rank *pari passu* in all respects with the shares then in issue and held by the allottee in respect of which they were allotted, save only as regards participation:

- (a) in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or
- (b) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of its proposal to apply the provisions of Article 27.7(a) or 27.7(b) in relation to the relevant dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the Board shall have specified that the shares to be allotted pursuant to the provisions of Article 27.7 shall rank for participation in such distribution, bonus or rights.

27.9 The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of Article 27.7 with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned), and no members who will be affected thereby shall be, and they shall be deemed not to be, a separate class of members by reason only of the exercise of this power. The Board may authorise any person to enter into on behalf of all members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.



27.10 The Company may, upon the recommendation of the Board, by ordinary resolution resolve in respect of any one particular dividend that, notwithstanding the provisions of Article 27.7, a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid without offering any right to members to elect to receive such dividend in cash in lieu of such allotment.

27.11 The Board may on any occasion determine that rights of election and the allotment of shares under Article 27.7 shall not be made available or made to any members with registered addresses in any territory where:

- (a) in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might be unlawful; or
- (b) the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable thereto are, in the opinion of the Board, out of proportion to the benefits of the Company,

and in such event the provisions aforesaid shall be read and construed subject to such determination. Members who may be affected by any such determination shall not be, and shall be deemed not to be, a separate class of members for any purposes whatsoever.

27.12 The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (including in the repurchase by the Company of its own securities or the giving of any financial assistance for the acquisition of its own securities) as the Board may from time to time think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve, carry forward any profits which it may think prudent not to be distributed by way of dividend.

27.13 Except as otherwise provided by the rights attached to any shares, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be paid according to the amounts paid up on the shares that a member holds during the period in respect of which the dividends are paid. No amount paid up on a share in advance of calls shall for this purpose be treated as paid up on the share.

27.14 The Board may retain any dividends or other monies payable on or in respect of a share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

27.15 The Board may deduct from any dividends or other distributions payable to any member all sums of money (if any) then payable by him/her to the Company on account of calls.

- 27.16 Any general meeting sanctioning a dividend may make a call on the members of such amount as the meeting resolves, provided that the call on each member shall not exceed the dividend payable to him/her, and so that the call shall be made payable at the same time as the dividend, and such dividend may, if so arranged between the Company and the member, be set off against the call.
- 27.17 With the sanction of the members in general meeting, the Board may further resolve that any dividend be satisfied in whole or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe for securities of any other company, or in any one or more of such ways, with or without offering any rights to members to elect to receive such dividend in cash, and where any difficulty arises in regard to the distribution, the Board may settle the same as it thinks expedient, and in particular may disregard fractional entitlements or round the same up or down, may fix the value for distribution of such specific assets, or any part thereof, may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, may determine that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the members concerned, and may vest any such specific assets in trustees as may seem expedient to the Board and may authorise any person to sign any requisite instruments of transfer and other documents on behalf of all members interested in the dividend, and such instrument and document shall be effective. The Board may further authorise any person to enter into on behalf of all members having an interest in any agreement with the Company or other(s) providing for such dividend and matters in connection therewith and any such agreement made under such authority shall be effective. The Board may resolve that no such assets shall be made available or made to members 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, doing so would or might be unlawful, or the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable thereto are, in the opinion of the Board, out of proportion to the benefits of the Company, and in any such event the only entitlement of the members aforesaid shall be to receive cash payments as aforesaid. Members who may be affected as a result of the exercise by the Board of its discretion under this Article shall not be, and shall be deemed not to be, a separate class of members for any purposes whatsoever.
- 27.18 A transfer of shares shall not, as against the Company but without prejudice to the rights of the transferor and transferee *inter se*, pass the right to any dividend or bonus declared thereon before the registration of the transfer.
- 27.19 If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends and other monies payable and bonuses, rights and other distributions in respect of such shares.

27.20 Unless otherwise directed by the Board, any dividend or other monies payable in cash or bonuses, rights or other distributions in respect of any share may be paid or satisfied by wire transfer to the relevant member or by cheque or warrant or certificate or other documents or evidence of title sent by post to the registered address of the relevant member, or, in the case of joint holders, to the registered address of the holder whose name stands first in the Register in respect of the joint holding or to such person and to such address as the holder or joint holders may in writing direct. Every cheque, warrant, certificate or other document or evidence of title so sent shall be made payable to the order of the person to whom it is sent or, in the case of certificates or other documents or evidence of title as aforesaid, in favour of the member(s) entitled thereto, and the payment on any such cheque or warrant by the bank on which it is drawn shall operate as a good discharge to the Company in respect of the dividend and/or other monies represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Every such cheque, warrant, certificate or other document or evidence of title as aforesaid shall be sent at the risk of the person entitled to the dividend, money, bonus, rights and other distributions represented thereby.

App.3  
Para 3(2)

27.21 All dividends, bonuses or other distributions unclaimed for one year after having been declared by the Company may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends, bonuses or other distributions unclaimed for six years after having been declared may be forfeited by the Board and shall revert to the Company and after such forfeiture no member or other person shall have any right to or claim in respect of such dividends or bonuses. In the case where any of the dividends, bonuses or other distributions are securities of the Company, they may be re-allotted or re-issued for such consideration as the Board thinks fit and the proceeds thereof shall accrue to the benefit of the Company absolutely.

## 28 RECORD DATE

Subject to the Listing Rules, any resolution declaring a dividend or other distribution on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or made payable to the persons registered as the holder of such shares as at the close of business on a particular date or at a particular time on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend or other distribution shall be payable or made payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend or other distribution between the transferors and transferees of any such shares. The provisions of this Article shall apply *mutatis mutandis* to determining the members entitled to receive notice and vote at any general meeting of the Company, bonuses, capitalisation issues, distributions of realised and unrealised capital profits or other distributable reserves or accounts of the Company and offers or grants made by the Company to the members.

## 29 UNTRACEABLE MEMBERS

- 29.1 The Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants remain uncashed on two consecutive occasions or after the first occasion on which such a cheque or warrant is returned undelivered.
- 29.2 The Company shall be entitled to sell any shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy or operation of law if and provided that:
- (a) all cheques or warrants, not being less than three in number, for any sums payable in cash to the holder of such shares have remained uncashed for a period of 12 years;
  - (b) the Company has not during that time or before the expiry of the three month period referred to in Article 29.2(d) below received any indication of the whereabouts or existence of the member or person entitled to such shares by death, bankruptcy or operation of law;
  - (c) during the 12-year period, at least three dividends in respect of the shares in question have become payable and no dividend during that period has been claimed by the member; and
  - (d) upon expiry of the 12-year period, the Company has caused an advertisement to be published in the newspapers, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided, giving notice of its intention to sell such shares, and a period of three months has elapsed since such advertisement and the Stock Exchange has been notified of such intention.

The net proceeds of any such sale shall belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former member for an amount equal to such net proceeds.

- 29.3 To give effect to any sale in accordance with Article 29.2, the Board may appoint any person to execute as transferor an instrument of transfer of the said shares and such other documents as are necessary to effect the transfer, and such documents shall be as effective as if they had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds,

which may be employed in the business of the Company or invested in such investments (other than shares or other securities in or of the Company or its holding company if any) or as the Board may from time to time think fit.

### **30 ANNUAL RETURNS AND FILINGS**

The Board shall make or cause to be made such annual and other returns and any other filings as may be required to be made in accordance with the Companies Act.

### **31 ACCOUNTS**

- 31.1 The Board shall cause to be kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions in accordance with the Companies Act.
- 31.2 The books of account shall be kept at the principal place of business of the Company in Hong Kong or, subject to the provisions of the Companies Act, at such other place or places as the Board thinks fit and shall always be open to inspection by the Directors.
- 31.3 No member (not being a Director) or other person shall have any right of inspecting any account, book or document of the Company except as conferred by the Companies Act or ordered by a court of competent jurisdiction or as authorised by the Board or the Company in general meeting.
- 31.4 The Board shall cause to be prepared and laid before the Company at every annual general meeting a profit and loss account for the period, in case of the first account, since the incorporation of the Company and, in any other case, since the preceding account, together with a balance sheet as at the date to which the profit and loss account is made up, a Directors' report with respect to the profit or loss of the Company for the period covered by the profit and loss account and the state of the Company's affairs as at the end of such period, an Auditors' report on such accounts prepared in accordance with Article 32.1 and such other reports and documents as may be required by law and the Listing Rules. The accounts of the Company shall be prepared and audited based on the generally accepted accounting principles of Hong Kong, the International Accounting Standards or such other standards as may be permitted by the Stock Exchange.
- 31.5 Copies of the documents referred to in Article 31.4 to be laid before the members at an annual general meeting shall not less than 21 days before the date of the meeting be sent in the manner in which notices may be served by the Company as provided herein to every member and every holder of debentures of the Company, provided that the Company shall not be required to send copies of those documents to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.
- 31.6 To the extent permitted by and subject to due compliance with these Articles, the Companies Act and all applicable rules and regulations, including, without limitation, the Listing Rules, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 31.5 shall be deemed satisfied in relation to any member or any holder of debentures



of the Company by sending to such person instead of such copies, not less than 21 days before the date of the annual general meeting, in any manner not prohibited by these Articles and the Companies Act, a summary financial statement derived from the Company's annual accounts, together with the Directors' report and the Auditors' report on such accounts, which shall be in the form and containing the information required by these Articles, the Companies Act, all applicable laws and regulations and the Listing Rules, provided that any person who is otherwise entitled to the annual accounts of the Company, together with the Director's report and the Auditor's report thereon may, if he/she so requires, by notice in writing served on the Company, demand that the Company sends to him/her, in addition to the summary financial statement, a complete printed copy of the Company's annual accounts, together with the Directors' report and the Auditors' report thereon.

## **32 AUDIT**

32.1 The Auditors shall audit the profit and loss account and balance sheet of the Company in each year and shall prepare a report thereon to be annexed thereto. Such report shall be laid before the Company at its annual general meeting in each year and shall be open to inspection by any member. The Auditors shall at the next annual general meeting following their appointment and at any other time during their term of office, upon request of the Board or any general meeting of the members, make a report on the accounts of the Company during their tenure of office.

32.2 The members shall at each annual general meeting appoint one or more firms of auditors to hold office by ordinary resolution until the conclusion of the next annual general meeting on such terms and with such duties as may be agreed with the Board. A Director, officer or employee of any such Director, officer or employee shall not be appointed Auditors of the Company. The remuneration of the Auditors shall be fixed by the members at the annual general meeting at which they are appointed by ordinary resolution or in any other manner as specified in such ordinary resolution.

32.3 The members may, at any general meeting convened and held in accordance with these Articles, remove the Auditors by ordinary resolution at any time before the expiration of the term of office and shall, by ordinary resolution, at that meeting appoint new Auditors in their place for the remainder of the term.

32.4 The Board may before the first annual general meeting appoint one or more firms of auditors to hold office until the first annual general meeting unless previously removed by an ordinary resolution in general meeting, in which case the members at that meeting may appoint Auditors. Subject to compliance with the Listing Rules, the Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues, the surviving or continuing Auditors (if any), may act, and the remuneration of any Auditor appointed by the Board under this Article may be fixed by the Board. Any Auditor appointed pursuant to this Article shall hold office until the next annual general meeting and shall be eligible for re-election.



- 32.5 The Auditors of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information as may be necessary for the performance of his/her or their duties.
- 32.6 No person other than the retiring Auditors shall be appointed as Auditors at an annual general meeting unless notice of an intention to nominate that person to the office of Auditors has been given to the Company not less than 14 clear days before the annual general meeting, and the Company shall send a copy of any such notice to the retiring Auditors and shall give notice thereof to the members not less than seven (7) days before the annual general meeting, provided that the above requirement for sending a copy of such notice to the retiring Auditors may be waived by notice in writing by the retiring Auditors to the Secretary.
- 32.7 All acts done by any person acting as Auditors shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in their appointment or that they were at the time of their appointment not qualified for appointment or subsequently became disqualified.

### **33 NOTICES**

- 33.1 Except where otherwise expressly stated, any notice or document to be given or delivered to, or served on, any member pursuant to these Articles (including any corporate communications within the meaning given to it under the Listing Rules) may be given or delivered to, or served on, any member:
- (a) personally by leaving it at the registered address of such member as appearing in the Register;
  - (b) by sending it through the post in a prepaid letter addressed to such member at his/her registered address as appearing in the Register;
  - (c) to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means by transmitting it to any electronic number, address or website as may from time to time be authorised by the member concerned or by placing it on the Company's Website, provided that the Company has obtained (i) the member's prior express positive confirmation in writing or (ii) the member's deemed consent, in each case in the manner specified in the Listing Rules, to receive or otherwise have made available to him/her notices and documents to be given or delivered to, or served on, him/her by the Company by such electronic means; or
  - (d) (in the case of notices) by advertisement published in the manner prescribed under the Listing Rules.
- 33.2 In 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 sufficient notice to all the joint holders.

- 33.3 Notice of every general meeting shall be given in any manner set out in Article 33.1 to:
- (a) every person shown as a member in the Register as of the record date for such meeting except that in the case of joint holders, the notice shall be sufficient if given to the joint holder first named in the Register;
  - (b) every person upon whom the ownership of a share devolves by reason of his/her being a legal personal representative or a trustee in bankruptcy of a member of record where the member of record but for his/her death or bankruptcy would be entitled to receive notice of the meeting;
  - (c) the Auditors;
  - (d) each Director and alternate Director;
  - (e) the Stock Exchange; and
  - (f) such other person to whom such notice is required to be given in accordance with the Listing Rules.
- 33.4 Any member who fails (and, where a share is held by joint holders, where the first joint holder named on the register fails) to supply his/her registered address or a correct registered address to the Company for service of notices and documents on him/her shall not (and where a share is held by joint holders, none of the other joint holders whether or not they have supplied a registered address shall) be entitled to service of any notice or documents by the Company and any notice or document which is otherwise required to be served on him/her may, if the Board in its absolute discretion so elects (and subject to them re-electing otherwise from time to time), be served, in the case of notices, by displaying a copy of such notice conspicuously at the Registered Office or, if the Board sees fit, by advertisement published in the manner prescribed under the Listing Rules, and, in the case of documents, by posting up a notice conspicuously at the Registered Office addressed to such member which shall be sufficient service as regards members with no registered or incorrect addresses, provided that nothing in this Article shall be construed as requiring the Company to serve any notice or document on any member with no or an incorrect registered address for the service of notice or document on him/her or on any member other than the first named on the register of members of the Company.
- 33.5 Any notice or document sent by post shall be deemed to have been served on the day following that on which it is put into a post office and in proving such service, it shall be sufficient to prove that the letter containing the notice or document was properly prepaid, addressed and put into such post office, and a certificate in writing signed by the Secretary or other person authorised by the Board that the letter containing the notice or document was so addressed and put into such post office shall be conclusive evidence.
- 33.6 Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

- 33.7 Any notice served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates).
- 33.8 Any notice given by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by the Listing Rules or any applicable laws or regulations.
- 33.9 A notice or document may be given by the Company to the person entitled to a share in consequence of the death, mental disorder, bankruptcy or liquidation of a member by sending it through the post in a prepaid letter addressed to him/her by name, or by the title of representative of the deceased, the trustee of the bankrupt or the liquidator of the member, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice or document in any manner in which the same might have been given if the death, mental disorder, bankruptcy or winding up had not occurred.
- 33.10 Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his/her name and address being entered on the register shall have been duly served to the person from whom he/she derives his/her title to such share.
- 33.11 Any notice or document delivered or sent by post to, or left at the registered address of any member in pursuance of these Articles, notwithstanding that such member be then deceased, bankrupt or wound up and whether or not the Company has notice of his/her death, bankruptcy or winding up, shall be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his/her stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his/her personal representatives and all persons (if any) jointly interested with him/her in any such shares.
- 33.12 The signature to any notice or document to be given by the Company may be written or printed by means of facsimile or, where relevant, by electronic signature.
- 33.13 Any notice or document required to be sent to or served on the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter addressed to the Company or to such officer at the Registered Office.

## **34 INFORMATION**

- 34.1 No member (not being a Director) shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company which in the opinion of the Board will be inexpedient in the interests of the members of the Company to communicate to the public.
- 34.2 The Board shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its members including, without limitation, information contained in the register of members and transfer books of the Company.

## **35 WINDING UP**

- App.3  
Para 21
- 35.1 Subject to the Companies Act, the members may by special resolution resolve to wind up the Company voluntarily or by the Court.
- 35.2 Subject to any rights, privileges or restrictions attached to any class of classes of shares, if the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. If on the other hand the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively.
- 35.3 If the Company shall be wound up (in whatever manner) the liquidator may, with the approval of a special resolution and any other approval required by the Companies Act, divide among the members in kind the whole or any part of the assets of the Company (whether the assets shall consist of property of one kind or shall consist of properties of different kinds) and the liquidator may, for such purpose, set such value as he/she deems fair upon any one or more class or classes of property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members and the members within each class. The liquidator may, with the like approval, vest any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, shall think fit, provided that no member shall be compelled to accept any shares or other assets upon which there is a liability.

## 36 INDEMNITY

- 36.1 Every Director, Auditor or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred or sustained by him/her as a Director, Auditor or other officer of the Company in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour, or in which he/she is acquitted.
- 36.2 Subject to the Companies Act, if any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.

## 37 DESTRUCTION OF DOCUMENTS

The Company shall be entitled to destroy all instruments of transfer, probate, letters of administration, stop notices, powers of attorney, certificates of marriage or death and other documents relating to or affecting title to securities in or of the Company (the **Registrable Documents**) which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of one year from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the register if purporting to have been made on the basis of an instrument of transfer or Registrable Document so destroyed was duly and properly made and every instrument of transfer or Registrable Document so destroyed was a valid and effective instrument or document duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:

- (a) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and
- (c) references in this Article to the destruction of any document include reference to its disposal in any manner.

## **38 AMENDMENT OF MEMORANDUM AND ARTICLES**

Subject to the Companies Act and Article 2.10, the Company may by special resolution change its name or alter or amend the Memorandum and/or these Articles in whole or in part.

## **39 TRANSFER BY WAY OF CONTINUATION**

The Company shall, subject to the provisions of the Companies Act and with the approval of a special resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

## **40 MERGERS AND CONSOLIDATIONS**

The Company shall, with the approval of a special resolution, have the power to merge or consolidate with one or more constituent companies (as defined in the Companies Act), upon such terms as the Board may determine.