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INNOCARE
诺诚健华

**InnoCare Pharma Limited**
**諾誠健華醫藥有限公司**
*(Incorporated in the Cayman Islands with limited liability)*
**(Stock Code: 9969)**

# ANNOUNCEMENT ON PROPOSED AMENDMENTS TO THE EXISTING MEMORANDUM AND ARTICLES OF ASSOCIATION

This announcement is made by InnoCare Pharma Limited (the "**Company**") pursuant to Rule 13.51(1) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**").

The board (the "**Board**") of directors (the "**Directors**") of the Company proposes to make certain amendments to the existing fifth amended and restated memorandum and articles of association of the Company (the "**Existing M&A**"), for the purpose of, among others, (I) bringing the Existing M&A in line with the relevant amendments made to the Listing Rules in respect of (i) the cancellation of repurchased shares and/or the holding of repurchased shares as treasury shares by the Company, (ii) the further expansions to the paperless listing regime, thus enabling the holding of general meetings by hybrid or electronic means and e-voting, and (iii) the payment of dividends by electronic means, and (II) making other consequential and housekeeping amendments. Accordingly, the Board proposes to adopt the sixth amended and restated memorandum and articles of association which consolidates the proposed amendments to the Existing M&A in substitution for, and to the exclusion of, the Existing M&A in its entirety (the "**New M&A**").

The proposed amendments to the Existing M&A and the adoption of the New M&A are subject to the consideration and approval by the shareholders of the Company (the "**Shareholders**") by way of special resolution at the forthcoming annual general meeting of the Company (the "**AGM**") and will become effective upon approval by the Shareholders at the AGM. A circular containing, among other things, the said proposed amendments to the Existing M&A will be dispatched (if requested) to the Shareholders and published on the websites of The Stock Exchange of Hong Kong Limited and the Company in due course.

Details of the proposed amendments to the Existing M&A are set out in the appendix to this announcement.

By Order of the Board
**InnoCare Pharma Limited**
**Dr. Jisong Cui**
*Chairperson and executive Director*

Hong Kong, 25 March 2026

*As at the date of this announcement, the Board of Directors comprises Dr. Jisong Cui as Chairperson and executive Director, Dr. Renbin Zhao as executive Director, Dr. Yigong Shi and Mr. Ronggang Xie as non-executive Directors, and Ms. Lan Hu, Dr. Dandan Dong and Prof. Kunliang Guan as independent non-executive Directors.*

# APPENDIX TABLE OF COMPARISON OF THE EXISTING M&A AND THE NEW M&A

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 1.(b) | Any marginal notes, titles or lead in references to Articles and the index of the Memorandum and Articles of Association shall not form part of the Memorandum or Articles of Association and shall not affect their interpretation. In interpreting these Articles of Association, unless there be something in the subject or context inconsistent therewith:<br><br>**address:** shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or address or website used for the purposes of any communication pursuant to these Articles;<br><br>.....<br><br>**Dividend:** means dividends, distributions in specie or in kind, capital distributions and capitalisation issues;<br><br>.....<br><br>**Listing Rules:** shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the Rules Governing the Listing of Securities at the Science and Technology Innovation Board of the Shanghai Stock Exchange (《上海證券交易所科創板股票上市規則》) (as amended from time to time);<br><br>.....<br><br>**Paid:** means, as it relates to a Share, paid or credited as paid;<br><br>.....<br><br>**Subsidiary:** has the meaning ascribed to it by Section 15 of the Companies Ordinance; and<br><br>**Transfer Office:** means the place where the registers of Shareholders are respectively located for the time being. | 1.(b) | Any marginal notes, titles or lead in references to Articles and the index of the Memorandum and Articles of Association shall not form part of the Memorandum or Articles of Association and shall not affect their interpretation. In interpreting these Articles of Association, unless there be something in the subject or context inconsistent therewith:<br><br>**actionable corporate communication:**shall have the meaning as defined in the Listing Rules;<br><br>**address:** shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or address or website used for the purposes of any communication pursuant to these Articles;<br><br>.....<br><br>**Dividend:** means dividends, distributions in specie or in kind, capital distributions and capitalisation issues;<br><br>**electronic communication**: means a communication, sent, transmitted, conveyed or received by wired or wireless means, by radio, by optical means, by electronic means or by other magnetic means in any form through any medium;<br><br>**electronic facilities**: means video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video communication, internet or online conferencing application or telecommunications facilities by means of which all shareholders participating in a meeting are capable of hearing and be heard by each other;<br><br>**electronic means**: means sending or otherwise making available to the intended recipients of the communication in electronic format;<br><br>..... |

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | **hybrid meeting**: means a general meeting convened for the (i) physical attendance by Shareholders and/or proxies (and any other permitted participants of such meeting, including, without limitation, the chairman of such meeting and any Directors) at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Shareholders and/or the proxies (and any other permitted participants of such meeting, including, without limitation, the chairman of such meeting and any Directors) by means of electronic facilities;<br><br>**Listing Rules:** shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the Rules Governing the Listing of Securities at the Science and Technology Innovation Board of the Shanghai Stock Exchange (《上海證券交易所科創板股票上市規則》) (as amended from time to time);<br><br>**Meeting Location(s)**: shall have the meaning given to it in Article 72(A);<br><br>.....<br><br>**Paid:** means, as it relates to a Share, paid or credited as paid;<br><br>**physical meeting**: means a general meeting held and conducted by physical attendance and participation by Shareholders and/or proxies (and any other permitted participants of such meeting, including, without limitation, the chairman of such meeting and any Directors) at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;<br><br>**Principal Meeting Place**: shall have the meaning given to it in Article 67;<br><br>.....<br><br>**Subsidiary:** has the meaning ascribed to it by Section 15 of the Companies Ordinance; ~~and~~<br><br>**Transfer Office:** means the place where the registers of Shareholders are respectively located for the time being:; and<br><br>**treasury shares**: shall have the meaning given to it in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. |

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 1.(c) | In these Articles, unless there be something in the subject or context inconsistent herewith: words denoting the singular number shall include the plural number and vice versa;<br><br>(i) words importing any gender shall include every gender and words importing persons shall include partnerships, firms, companies and corporations;<br><br>(ii) subject to the foregoing provisions of this Article, any words or expressions defined in the Companies Act (except any statutory modification thereof not in force when these Articles become binding on the Company) shall bear the same meaning in these Articles, save that "company" shall where the context permits include any company incorporated in the Cayman Islands or elsewhere; and<br><br>(iii) 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. | 1.(c) | In these Articles, unless there be something in the subject or context inconsistent herewith:<br><br>(i) words denoting the singular number shall include the plural number and vice versa;<br><br>(ii) ~~(i)~~ words importing any gender shall include every gender and words importing persons shall include partnerships, firms, companies and corporations;<br><br>(iii) ~~(ii)~~ subject to the foregoing provisions of this Article, any words or expressions defined in the Companies Act (except any statutory modification thereof not in force when these Articles become binding on the Company) shall bear the same meaning in these Articles, save that "company" shall where the context permits include any company incorporated in the Cayman Islands or elsewhere; ~~and~~<br><br>(iv) ~~(iii)~~ 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~~.~~;<br><br>(v) references to writing shall, unless the contrary intention appears, be construed as including without limitation printing, lithography, photography and other modes of representing words or figures in a visible form, and including electronic writing or display (such as digital documents or electronic communications), provided that both the mode of service of the relevant document or notice and the Shareholder's election comply with all applicable laws, rules and regulations;<br><br>(vi) references to the right of a Shareholder to speak at a general meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities; |

| The Existing M&A | | The New M&A | |
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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (vii) reference to a meeting (a) shall, where the context is appropriate, include a meeting that has been adjourned by the Board pursuant to these Articles, and (b) shall mean a meeting convened and held in any manner permitted by these Articles and any Shareholder or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Companies Act and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;<br><br>(viii) references to a vote of a general meeting decided by poll include without limitation through electronic means;<br><br>(ix) any reference to the term "place" within these Articles shall be construed as applicable only in contexts where a physical location is required or relevant. Any reference to a "place" for the delivery, receipt, or payment of monies, whether by the Company or by Shareholders, shall not preclude the use of electronic means for such delivery, or payment. For the avoidance of doubt, references to a "place" in the context of meetings shall include physical, electronic, or hybrid meeting formats, as permitted by applicable laws and regulations. Notices of meetings, adjournments, or postponements, or any other references to a "place" shall be interpreted to include virtual platforms or electronic means of communication where applicable. Where the term "place" is out of context, unnecessary, or not applicable, such reference shall be disregarded without affecting the validity or interpretation of the relevant provision;<br><br>(x) where a Shareholder is a corporation, any reference in these Articles to a Shareholder shall, where the context requires, refer to a duly authorized representative of such Shareholder;<br><br>(xi) references to a document being executed include references to it being executed under hand or under seal or by electronic signature or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or media and information in visible form whether having physical substance or not; and |

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (xii) Section 8 and Section 19 of the Electronic Transactions Act (Revised) of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles. |
| 1.(h) | (Adding) | 1.(h) | All voting rights referred to in these Articles shall exclude the voting rights attached to treasury shares. |
| 15. | (a) Subject to the Companies Act, the Memorandum of Association and the Articles and, where applicable, the requirements and the rules of the HK Stock Exchange, Shanghai Stock Exchange and/or any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Companies Act. Except as allowed by the rules and regulations of the HK Stock Exchange and any other competent regulatory authority, the Company shall not give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company. The Board may accept the surrender for no consideration of any fully paid Shares. No share shall be issued to bearer.<br><br>(b) Subject to the provisions of the Companies Act and the Memorandum of Association of the Company, and to any special rights conferred on the holders of any Shares or attaching to any class of Shares, Shares may be issued on the terms that they may, at the option of the Company or the holders thereof, be liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit. | 15. | (a) Subject to the Companies Act, the Memorandum of Association and the Articles and, where applicable, the requirements and the rules of the HK Stock Exchange, Shanghai Stock Exchange and/or any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Companies Act. Except as allowed by the rules and regulations of the HK Stock Exchange and Shanghai Stock Exchange and any other competent regulatory authority, the Company shall not give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company. The Board may accept the surrender for no consideration of any fully paid Shares. No share shall be issued to bearer.<br><br>(b) ~~Subject to the provisions of the Companies Act and the Memorandum of Association of the Company, and to any special rights conferred on the holders of any Shares or attaching to any class of Shares, Shares may be issued on the terms that they may, at the option of the Company or the holders thereof, be liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.~~ Shares repurchased, redeemed or acquired by the Company by way of surrender may be cancelled, or (subject to the Listing Rules and the Companies Act and/or the rules of any competent regulatory authority) classified and held as treasury shares. |

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (c) Shares that the Company repurchases, redeems or acquires by way of surrender in accordance with the Listing Rules, the Companies Act and/or the rules of any competent regulatory authority shall be held as treasury shares and not treated as cancelled if:<br><br>(i) the Directors so determine prior to the purchase, redemption or surrender of those Shares; and<br><br>(ii) the relevant provisions of the Memorandum of Association of the Company and these Articles, the Listing Rules, the Companies Act and/or the rules of any competent regulatory authority are otherwise complied with.<br><br>(d) No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Shareholders on a winding up) may be made to the Company in respect of a treasury share.<br><br>(e) The Company shall be entered in the Register as the holder of the treasury shares. However:<br><br>(i) the Company shall not be treated as a Shareholder for any purpose and shall not exercise any right in respect of the treasury shares, and any purported exercise of such a right shall be void; and<br><br>(ii) a treasury share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued Shares at any given time, whether for the purposes of these Articles or the Listing Rules and the Companies Act.<br><br>(f) Subject to the Listing Rules, the Companies Act and/or the rules of any competent regulatory authority, nothing in the preceding Articles prevents an allotment of shares as fully paid bonus shares in respect of a treasury share and shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as treasury shares. |

| The Existing M&A | | The New M&A | |
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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (g) Treasury shares may be disposed of by the Company on such terms and conditions as determined by the Board subject to these Articles, the Companies Act and the Listing Rules. |
| 64. | (a) In each financial year during the Relevant Period, the Company shall hold a general meeting as its annual general meeting within six months after the end of each financial year in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it. The annual general meeting shall be held in the Relevant Territory or elsewhere as may be determined by the Board and at such time and place as the Board shall appoint. A meeting of the Shareholders or any class thereof may be held by means of such telephone, electronic or other communication facilities (including, without limitation, websites, application technology and/or collaboration and conference systems) as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence at such meetings.<br><br>(b) If it appears to the chairman of the general meeting that:<br><br>(i) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or<br><br>(ii) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;<br><br>then, without prejudice to any other power which the chairman of the meeting may have under these Articles, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid. | 64. | (a) In each financial year during the Relevant Period, the Company shall hold a general meeting as its annual general meeting within six months after the end of each financial year in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it. The annual general meeting shall be held in the Relevant Territory or elsewhere as may be determined by the Board and at such time and place as the Board shall appoint. General meetings (including the annual general meeting, any adjourned meeting or postponed meeting) may be held by way of a physical meeting at such place as may be appointed by the Directors and at one or more locations as provided in Article 72(A) or by way of a hybrid meeting as may be determined by the Board in its absolute discretion. ~~A meeting~~ Without prejudice to the provisions in Articles 72(A) to 72(G) and Article 76, a physical meeting of the Shareholders or any class thereof may be held by means of such telephone, electronic or other communication facilities (including, without limitation, websites, application technology and/or collaboration and conference systems) as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence at such meetings.<br><br>(b) [Intentionally Deleted] ~~If it appears to the chairman of the general meeting that:~~<br><br>~~(i) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or~~<br><br>~~(ii) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;~~ |

| The Existing M&A | | The New M&A | |
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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | (c) All persons seeking to attend and participate in a general meeting by means of electronic or other communication facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject to paragraph (a) of this Article, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting. | | ~~then, without prejudice to any other power which the chairman of the meeting may have under these Articles, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.~~<br><br>(c) [Intentionally Deleted] ~~All persons seeking to attend and participate in a general meeting by means of electronic or other communication facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject to paragraph (a) of this Article, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.~~ |
| 66. | The Board may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings shall also be convened on the requisition of one or more Shareholders holding, at the date of deposit of the requisition, not less than one-tenth of the paid up capital of the Company having the right of voting at general meetings; on a one vote per share basis in the share capital of the Company, and the foregoing Shareholders shall be able to add resolutions to the meeting agenda. 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 transaction 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 (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. | 66. | The Board may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings shall also be convened on the requisition of one or more Shareholders holding, at the date of deposit of the requisition, not less than one-tenth of the paid up capital of the Company having the right of voting at general meetings; on a one vote per share basis in the share capital of the Company, and the foregoing Shareholders shall be able to add resolutions to the meeting agenda. 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 transaction 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 (themselves) may ~~do so in the same manner~~ convene a physical meeting at only one location which will be the Principal Meeting Place, 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. |

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 67. | An annual general meeting of the Company shall be called by not less than 21 days' notice in writing. All other general meetings (including an extraordinary general meeting) shall be called by not less than 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 and place or means and the agenda of the meeting and particulars of the resolutions to be considered at that meeting and in case of special business (as defined in Article 71), the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called, subject to the Companies Act and the Listing Rules if it is so agreed: | 67. | An annual general meeting of the Company shall be called by not less than 21 days' notice in writing. All other general meetings (including an extraordinary general meeting) shall be called by not less than 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 and place or means and the agenda of the meeting and~~ (a) the time and date of the meeting, (b) if the general meeting is to be physical meeting or hybrid meeting, the place of the meeting and if there is more than one Meeting Location as determined by the Board pursuant to Article 72(A), the principle place of the meeting (the "**Principal Meeting Place**"), (c) if the general meeting is to be hybrid meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting (which electronic facilities may vary from time to time and from meeting to meeting as the Board, in its absolute discretion, may see fit) or where such details will be made available by the Company prior to the meeting, and (d) the particulars of the resolutions to be considered at that meeting and in case of special business (as defined in Article 71), the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called, subject to the Companies Act and the Listing Rules if it is so agreed: |
| 69.(l) | To consider the Company's equity incentive scheme and employee stock option plans; | 69.(l) | To consider the Company's equity incentive scheme and employee stock option plans that shall be approved at the general meeting pursuant to applicable laws and regulations, listing rules and these Articles; |
| 72. | For all purposes the quorum for a general meeting shall be two Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative, or two persons appointed by a clearing house) or by proxy and entitled to vote. No business shall be transacted 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. | 72. | For all purposes the quorum for a general meeting shall be two Shareholders present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative, or two persons appointed by a clearing house) or by proxy (including attendance by electronic means) and entitled to vote. No business shall be transacted 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. |

| The Existing M&A | | The New M&A | |
|---|---|---|---|
| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 72(A) | (Adding) | 72(A) | The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("**Meeting Location(s)**") determined by the Board at its absolute discretion. Any shareholder or any proxy attending and participating in such way or any shareholder or proxy attending and participating in a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting. |
| 72(B) | (Adding) | 72(B) | All general meetings are subject to the following and, where appropriate, all references to a "shareholder" or "shareholders" in this Article 72(B) shall include a duly authorised representative or duly authorised representatives or a proxy or proxies respectively:<br><br>(a) where a shareholder is attending at a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;<br><br>(b) shareholders present in person or (in the case of a shareholder being a corporation) by its duly authorised representative or by proxy at a Meeting Location and/or shareholders attending and participating in a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to speak, communicate and vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that shareholders at all Meeting Locations and shareholders participating in a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened; |

| The Existing M&A | | The New M&A | |
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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (c) where shareholders attend a meeting by being present at one of the Meeting Locations and/or where shareholders participating in a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of a hybrid meeting, the inability of one or more shareholders or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and<br><br>(d) if any of the Meeting Location is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place. |
| 72(C) | (Adding) | 72(C) | The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a shareholder who, pursuant to such arrangements, is entitled to attend, in person (or in the case of a shareholder being a corporation by its duly authorised representative) or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any shareholder so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting. |

| The Existing M&A | | The New M&A | |
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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 72(D) | (Adding) | 72(D) | If it appears to the chairman of the general meeting that:<br><br>(a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 72(A) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or<br><br>(b) in the case of a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or<br><br>(c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to speak, communicate and/or vote at the meeting; or<br><br>(d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;<br><br>then, without prejudice to any other power which the chairman of the meeting may have under these Articles or at common law, the chairman of the meeting may, at his/her absolute discretion without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 72(E) | (Adding) | 72(E) | The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Shareholders shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting. |
| 72(F) | (Adding) | 72(F) | If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held, the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting or a hybrid meeting) without approval from the shareholders. This Article shall be subject to the following:<br><br>(a) when a meeting is so changed or postponed, the Company shall endeavour to post a notice of such change or postponement on the Company's website and send such notice to the shareholders of the Company in accordance with these Articles as soon as practicable but in any event, such notice shall be served at least two business days prior to the date scheduled for the postponed meeting, specifying the reasons for such change or postponement, the details of the form of the meeting, if changed and the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting;<br><br>(b) all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (c) notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, and that the business to be transacted at the postponed or changed meeting shall remain the same as that set out in the original notice of general meeting circulated to the Shareholders. |
| 72(G) | (Adding) | 72(G) | All persons seeking to attend and participate in a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 72(D), any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting. |
| 73. | Save for the following, no other affair shall be submitted to any general meeting:<br><br>(a) Affairs specified by the Board (or any duly authorised committee) or in the notice of the meeting (or any supplemental notice) issued in accordance with the instructions of the Board;<br><br>(b) Affairs duly submitted by Shareholders via other means to the general meetings, whereby such Shareholders shall issue a notice in accordance with these Articles, remain as Shareholders on record on the date of issuing such notice and the record date of the general meeting considering their submitted affairs, and solely or aggregately hold more than 3% of the issued voting shares of the Company. | 73. | Save for the following, no other affair shall be submitted to any general meeting:<br><br>(a) Affairs specified by the Board (or any duly authorised committee) or in the notice of the meeting (or any supplemental notice) issued in accordance with the instructions of the Board;<br><br>(b) Affairs duly submitted by Shareholders via other means to the general meetings, whereby such Shareholders ~~shall issue a notice in accordance with these Articles,~~ remain as Shareholders on record on the date of ~~issuing such notice~~ submission of such affairs and the record date of the general meeting considering among others, their submitted affairs, and solely or aggregately hold ~~more~~ no less than ~~3%~~ 1% of the issued voting shares of the Company. For the avoidance of doubt, any Shareholder(s) holding not less than one-tenth of the paid up share capital having the right of voting at general meetings shall be entitled to requisition a general meeting and to submit affairs or resolutions for consideration at a general meeting, in accordance with Article 66 and the Companies Act. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 74. | If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, 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 Shareholder or the Shareholders present in person (or, in the case of a Shareholder being a corporation by its duly authorised representative, or two persons appointed by a clearing house) or by proxy and entitled to vote shall be a quorum and may transact the business for which the meeting was called. | 74. | If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, 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~~ (where applicable) such place and in such form and manner referred to in Article 67 as the chairman of the meeting (or in default, the Board) may absolutely determine, and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the Shareholder or the Shareholders present in person (or, in the case of a Shareholder being a corporation by its duly authorised representative, or two persons appointed by a clearing house) or by proxy and entitled to vote shall be a quorum and may transact the business for which the meeting was called. |
| 75. | The chairman (if any) of the Company or if he 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 Shareholders present shall choose one of their number to be chairman of the meeting. | 75. | (A) The chairman (if any) of the Company or if he 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 Shareholders present shall choose one of their number to be chairman of the meeting.<br><br>(B) If the chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 75(A) above) shall preside as a chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 76. | 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 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 transacted at the adjourned meeting. Save as aforesaid, no notice of an adjournment or of the business to be transacted at any adjourned meeting needs to be given nor shall any Shareholder be entitled to any such notice. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. | 76. | Subject to Article 72(D), the ~~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 (or indefinitely) and from place to place and/or from one form to another (a physical meeting or a hybrid meeting) as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least seven clear days' notice, specifying the ~~place, the day and the hour~~ details as provided in Article 67 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 transacted at the adjourned meeting. Save as aforesaid, no notice of an adjournment or of the business to be transacted at any adjourned meeting needs to be given nor shall any Shareholder be entitled to any such notice. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. |
| 84. | Subject to any special 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 Shareholder present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy, shall have one vote for every Share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid up or credited as paid up on a Share in advance of calls or instalments shall be treated for the purposes of this Article as paid on the Share), and on a show of hands every Shareholder who is present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy shall (save as provided otherwise in this Article) have one vote. On a poll a Shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Shareholder 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 votes in the same way. | 84. | Subject to any special 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 Shareholder present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy, shall have one vote for every Share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid up or credited as paid up on a Share in advance of calls or instalments shall be treated for the purposes of this Article as paid on the Share), and on a show of hands every Shareholder who is present in person (or, in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy shall (save as provided otherwise in this Article) have one vote. On a poll a Shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Shareholder 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 votes in the same way. Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 92. | The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorized. | 92. | The instrument appointing a proxy shall be in writing and if the Board in its absolute discretion determines, may be contained in an electronic communication, and: if (i) in writing but not contained in an electronic communication, under the hand of the appointor or of his attorney duly authorised in writing~~,~~ or, if the appointor is a corporation, either under its seal or under the hand of an officer ~~or attorney duly authorized.~~, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts; or (ii) in the case of an appointment contained in an electronic communication, submitted by or on behalf of the appointer, subject to such terms and conditions and authenticated in such manner as the Board may in its absolute discretion determine. |
| 93. | The instrument appointing a proxy and, if requested by the Board, the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office) not less than 48 hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution, except at an adjourned meeting where the meeting was originally held within 12 months from such date. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person (or in the case of a Shareholder being a corporation, its duly authorised representative) at the meeting concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. | 93. | (A) The instrument appointing a proxy and, if requested by the Board, the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office) or if the Company has provided an electronic address in accordance with the following paragraph, shall be received at the electronic address specified, not less than 48 hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution, except at an adjourned meeting where the meeting was originally held within 12 months from such date. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person (or in the case of a Shareholder being a corporation, its duly authorised representative) at the meeting concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| | | | (B) The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information. |
| 101. | (c) To formulate the annual financial budget and the actual budget of the Company; | 101. | ~~(c) To formulate the annual financial budget and the actual budget of the Company;~~ |
| 120. | A Shareholder who solely holds, or Shareholders who aggregately hold, more than 1% of the issued voting shares of the Company shall be entitled to nominate new independent non-executive Directors to the Company; while a Shareholder who solely holds, or Shareholders who aggregately hold, more than 3% of the issued voting shares of the Company shall be entitled to nominate candidates for executive Directors and non-executive Directors to the Company. | 120. | A Shareholder who solely holds, or Shareholders who aggregately hold, no less ~~more~~ than 1% of the issued voting shares of the Company shall be entitled to nominate ~~new independent non-executive Directors to the Company; while a Shareholder who solely holds, or Shareholders who aggregately hold, more than 3% of the issued voting shares of the Company shall be entitled to nominate~~ candidates for ~~executive~~ Directors and non-executive Directors to the Company. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 141. | A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board which may be held in any part of the world, but no such meeting shall be summoned to be held outside the territory in which the Head Office is for the time being situate without the prior approval of the Board. Notice thereof shall be given to each Director and alternate Director in person orally or in writing or by telephone or by telex or telegram or facsimile transmission at the telephone or facsimile number or address from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine. A Director absent or intending to be absent from the territory in which the Head Office is for the time being situate may request the Board or the Secretary that notices of Board meetings shall during his absence be sent in writing to him at his last known address, facsimile or telex number or any other address, facsimile or telex number given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to the other Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from such territory. | 141. | A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board which may be held in any part of the world, but no such meeting shall be summoned to be held outside the territory in which the Head Office is for the time being situate without the prior approval of the Board. Notice thereof shall be given to each Director and alternate Director in person orally or in writing or by telephone or by telex or telegram or facsimile transmission at the telephone or facsimile number or address from time to time notified to the Company by such Director or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website, or in such other manner as the Board may from time to time determine. A Director absent or intending to be absent from the territory in which the Head Office is for the time being situate may request the Board or the Secretary that notices of Board meetings shall during his absence be sent in writing to him at his last known address, facsimile or telex number or any other address, facsimile or telex number given by him to the Company or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website, for this purpose, but such notices need not be given any earlier than notices given to the other Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from such territory. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 152. | (a) Unless otherwise required by the Listing Rules, 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.<br><br>(b) Where a Director is, on the date on which a resolution in writing is last signed by a Director, absent from the territory in which the Head Office is for the time being situated, or cannot be contacted at his last known address or contact telephone or facsimile number, or is temporarily unable to act through ill-health or disability and, in each case, his alternate (if any) is affected by any of these events, the signature of such Director (or his alternate) to the resolution shall not be required, and the resolution in writing, so long as such a resolution shall have been signed by at least two Directors or their respective alternates who are entitled to vote thereon or such number of Directors as shall form a quorum, shall be deemed to have been passed at a meeting of the Board duly convened and held, provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors (or their respective alternates) for the time being entitled to receive notices of meetings of the Board at their respective last known address, telephone or facsimile number or, if none, at the Head Office and provided further that no Director is aware of or has received from any Director any objection to the resolution. | 152. | (a) Unless otherwise required by the Listing Rules, 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. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article.<br><br>(b) Where a Director is, on the date on which a resolution in writing is last signed by a Director, absent from the territory in which the Head Office is for the time being situated, or cannot be contacted at his last known address or contact telephone or facsimile number, or is temporarily unable to act through ill-health or disability and, in each case, his alternate (if any) is affected by any of these events, the signature of such Director (or his alternate) to the resolution shall not be required, and the resolution in writing, so long as such a resolution shall have been signed by at least two Directors or their respective alternates who are entitled to vote thereon or such number of Directors as shall form a quorum, shall be deemed to have been passed at a meeting of the Board duly convened and held, provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors (or their respective alternates) for the time being entitled to receive notices of meetings of the Board ~~at their respective last known address, telephone or facsimile number or, if none, at the Head Office~~ in accordance with these Articles and provided further that no Director is aware of or has received from any Director any objection to the resolution. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 177. | Unless otherwise directed by the Board, any Dividend, interest or other monies payable in cash to the Shareholder or bonuses, rights or other distributions in respect of any Share may be paid or satisfied by cheque or warrant or certificate or other documents or evidence of title sent through the post to the registered address of the Shareholder entitled, or, in the case of joint holders, to the registered address of that one 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 Shareholder(s) entitled thereto, and the payment on any such cheque or warrant by the banker upon whom it is drawn shall constitute a good discharge to the Company in respect of the Dividend and/or other moneys 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. | 177. | Unless otherwise directed by the Board, any Dividend, interest or other monies payable in cash to the Shareholder or bonuses, rights or other distributions in respect of any Share may be paid or satisfied by cheque or warrant or certificate or other documents or evidence of title sent through the post to the registered address of the Shareholder entitled, or, in the case of joint holders, to the registered address of that one 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 Shareholder(s) entitled thereto, and the payment on any such cheque or warrant by the banker upon whom it is drawn shall constitute a good discharge to the Company in respect of the Dividend and/or other moneys 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. <u>For the avoidance of doubt, subject to the Listing Rules, any dividend, interest, or other sum payable in cash may also be paid by electronic funds transfer on such terms and conditions as the Directors may determine.</u> |
| 190.(a) | Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles shall be in writing or, to the extent permitted by the Companies Act and the Listing Rules from time to time and subject to this Article, contained in an electronic communication. A notice calling a meeting of the Board need not be in writing. | 190.(a) | Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles <u>(including any corporate communications and actionable corporate communications within the meaning ascribed thereto under the Listing Rules)</u> shall be in writing or, to the extent permitted by the Companies Act and the Listing Rules from time to time and subject to this Article, contained in an electronic communication. A notice calling a meeting of the Board need not be in writing. |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 190.(b) | Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served on or delivered to any Shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the Shareholder or by any other means authorised in writing by the Shareholder concerned or (other than share certificate) by publishing it by way of advertisement in the Newspapers. 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. Without limiting the generality of the foregoing but subject to the Companies Act and the Listing Rules, a notice or document (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served or delivered by the Company to any Shareholder by electronic means to such contact details or website as may from time to time be supplied by the Shareholder concerned or by publishing it on the website of the Company or the HK Stock Exchange and/or the Shanghai Stock Exchange. | 190.(b) | Except where otherwise expressly stated, any notice or document to be given to or by any person pursuant to these Articles (including any corporate communications and actionable corporate communications within the meaning ascribed thereto under the Listing Rules) may be served on or delivered to any Shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such Shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the Shareholder or by any other means authorised in writing by the Shareholder concerned or (other than share certificate) by publishing it by way of advertisement in the Newspapers. 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. Without limiting the generality of the foregoing but subject to the Companies Act and the Listing Rules, a notice or document (including any corporate communications within the meaning ascribed thereto under the Listing Rules) may be served or delivered by the Company to any Shareholder by electronic means to such contact details or website as may from time to time be supplied by the Shareholder concerned or by publishing it on the website of the Company or the HK Stock Exchange and/or the Shanghai Stock Exchange. |
| 192. | Any notice or other document (including any corporate communications within the meaning ascribed thereto under the Listing Rules),<br><br>.....<br><br>(c) if served by being placed on the Company's website or the website of the HK Stock Exchange and/or the Shanghai Stock Exchange, shall be deemed to have been served or delivered on the day it was so placed on such website, or at such time as may be prescribed by the Listing Rules or provided in such notice or document; | 192. | Any notice or other document (including any corporate communications and actionable corporate communications within the meaning ascribed thereto under the Listing Rules),<br><br>.....<br><br>(c) if served by being placed on the Company's website or the website of the HK Stock Exchange and/or the Shanghai Stock Exchange, shall be deemed to have been served or delivered on the day it was so placed on such website, or at such time as may be prescribed by the Listing Rules or provided in such notice or document, provided that for any actionable corporate communications, it must be sent to the Shareholders individually as well as publishing it on the Company's website or the website of the HK Stock Exchange and/or the Shanghai Stock Exchange; |

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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 193. | A notice or document (including any corporate communications within the meaning ascribed thereto under the Listing Rules) 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 Shareholder by sending it through the post in a prepaid envelope or wrapper addressed to him by name, or by the title of representative of the deceased, the trustee of the bankrupt or the liquidator of the Shareholder, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or by electronic means to such contact details supplied by such person or by giving the notice or document in any manner in which the same might have been given if the death, metal disorder, bankruptcy or winding up had not occurred. | 193. | A notice or document (including any corporate communications and actionable corporate communications within the meaning ascribed thereto under the Listing Rules) 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 Shareholder by sending it through the post in a prepaid envelope or wrapper addressed to him by name, or by the title of representative of the deceased, the trustee of the bankrupt or the liquidator of the Shareholder, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or by electronic means to such contact details supplied by such person or by giving the notice or document in any manner in which the same might have been given if the death, metal disorder, bankruptcy or winding up had not occurred. |
| 195. | Any notice or document (including any corporate communications within the meaning ascribed thereto under the Listing Rules) delivered or sent by post to, or left at the registered address of any Shareholder or by electronic means to such contact details or websites of any Shareholder, or by publishing it on the website of the Company or the HK Stock Exchange and/or the Shanghai Stock Exchange in pursuance of these Articles, shall notwithstanding that such Shareholder be then deceased, bankrupt or wound up and whether or not the Company has notice of his death, bankruptcy or winding up, be deemed to have duly served in respect of any registered Shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his 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 personal representatives and all persons (if any) jointly interested with him in any such Shares. | 195. | Any notice or document (including any corporate communications and actionable corporate communications within the meaning ascribed thereto under the Listing Rules) delivered or sent by post to, or left at the registered address of any Shareholder or by electronic means to such contact details or websites of any Shareholder, or by publishing it on the website of the Company or the HK Stock Exchange and/or the Shanghai Stock Exchange in pursuance of these Articles, shall notwithstanding that such Shareholder be then deceased, bankrupt or wound up and whether or not the Company has notice of his death, bankruptcy or winding up, be deemed to have duly served in respect of any registered Shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his 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 personal representatives and all persons (if any) jointly interested with him in any such Shares. |
| 202. | 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. | 202. | 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 (in the case of electronic funds transfers, unsuccessful or rejected) on two consecutive occasions or after the first occasion on which such a cheque or warrant is returned undelivered (in the case of electronic funds transfers, unsuccessful or rejected). |

| The Existing M&A | | The New M&A | |
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| **Article No.** | **Original Articles** | **Article No.** | **Amended Articles** |
| 203.(a) | The Company shall have the power to sell, in such manner as the Board thinks fit, any Shares of a Shareholder who is untraceable, but no such sale shall be made unless:<br><br>(i) during the period of 12 years prior to the date of the advertisements referred to in sub-paragraph (ii) below (or, if published more than once, the first thereof) at least three Dividends or other distributions in respect of the Shares in question have become payable or been made and no Dividend or other distribution in respect of the Shares during that period has been claimed; | 203.(a) | The Company shall have the power to sell, in such manner as the Board thinks fit, any Shares of a Shareholder who is untraceable, but no such sale shall be made unless:<br><br>(i) during the period of 12 years prior to the date of the advertisements referred to in sub-paragraph (ii) below (or, if published more than once, the first thereof) at least three Dividends or other distributions in respect of the Shares in question have become payable or been made and no Dividend or other distribution in respect of the Shares during that period has been claimed or 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 (in the case of electronic funds transfers, unsuccessful or rejected); |