THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in **Tongdao Liepin Group**, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

Tongdao Liepin Group
同道獵聘集團

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6100)

PROPOSED RE-ELECTION OF DIRECTORS
AND
PROPOSED RE-APPOINTMENT OF AUDITORS
AND
PROPOSED GRANTING OF GENERAL MANDATES TO BUY BACK SHARES AND TO ISSUE AND RESELL SHARES
AND
PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING

The notice convening the Annual General Meeting of Tongdao Liepin Group to be held at 1F, Building 9, Wangjing Chengying Center, No.5 Laiguangying West Road, Chaoyang District, Beijing, China on Wednesday, 3 June 2026 at 3:00 p.m. is set out on pages 70 to 76 of this circular.

Whether or not you are able to attend the Annual General Meeting, please complete and sign the enclosed form of proxy for use at the Annual General Meeting in accordance with the instructions printed thereon and return it to the Company's Hong Kong Share Registrar and Transfer Office, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Annual General Meeting (i.e. not later than 3:00 p.m. on Monday, 1 June 2026) or the adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the Annual General Meeting or any adjournment thereof, as the case may be, if so wish, and in such case, the form of proxy shall be deemed to be revoked.

This circular together with the form of proxy are also published on the websites of Hong Kong Exchanges and Clearing Limited (**https://www.hkexnews.hk**) and the Company (**https://ir.liepin.com**).

Holders of treasury shares, if any, have no voting rights at the general meeting(s) of the Company.

References to time and dates in this circular are to Hong Kong time and dates.

28 April 2026

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

"Annual General Meeting"	the annual general meeting of the Company to be held at 1F, Building 9, Wangjing Chengying Center, No.5 Laiguangying West Road, Chaoyang District, Beijing, China on Wednesday, 3 June 2026 at 3:00 p.m., to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 70 to 76 of this circular, or any adjournment thereof
"Articles of Association"	the articles of association of the Company currently in force
"Audit Committee"	the audit committee of the Board
"Board"	the board of Directors
"CCASS"	the Central Clearing and Settlement System, a securities settlement system established and operated by the HKSCC
"China" or "PRC"	People's Republic of China, except where the context requires otherwise and only for the purposes of this circular, excluding Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan
"Company"	Tongdao Liepin Group, (Stock Code: 6100), an exempted company with limited liability incorporated under the laws of the Cayman Islands on 30 January 2018, the shares of which are listed on the Main Board of the Hong Kong Stock Exchange
"Director(s)"	the director(s) of the Company
"Group"	the Company and its subsidiaries from time to time
"HKSCC"	the Hong Kong Securities Clearing Company Limited

"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Issuance and Resale Mandate"	a general mandate proposed to be granted to the Directors to allot, issue or deal with additional Shares (including any sale or transfer of treasury shares out of treasury) of not exceeding 20% of the total number of issued Shares (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 6 of the notice of the Annual General Meeting
"Latest Practicable Date"	27 April 2026, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange as amended, supplemented or otherwise modified from time to time
"Nomination Committee"	the nomination committee of the Board
"Remuneration Committee"	the remuneration committee of the Board
"Securities and Futures Ordinance" or "SFO"	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
"Share(s)"	ordinary share(s) of US$0.0001 each in the issued capital of the Company or if there has been a subsequent sub-division, consolidation, reclassification or reconstruction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company (for the avoidance of doubt, the holders of treasury shares have no voting rights at the general meeting(s) of the Company)

"Share Buy-back Mandate"	a general mandate proposed to be granted to the Directors to buy-back Shares on the Stock Exchange of not exceeding 10% of the total number of issued Shares (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 5 of the notice of the Annual General Meeting
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission as amended from time to time
"treasury shares"	has the meaning ascribed to it under the Listing Rules
"US$"	United States dollars, the lawful currency of the United States of America
"%"	per cent

Tongdao Liepin Group
同道獵聘集團

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6100)

Executive Directors:
Mr. Dai Kebin *(Chairman and Chief Executive Officer)*
Mr. Tian Ge *(Chief Financial Officer)*

Independent Non-executive Directors:
Mr. Ye Yaming
Mr. Zhang Ximeng
Ms. Fan Xinpeng

Registered Office:
89 Nexus, Camana Bay
Grand Cayman, KY1-9009
Cayman Islands

Headquarter and Principal Place of Business in the PRC:
Room 415–3, Building No. 5
Courtyard No. 59
Gaoliangqiaoxie Road
Haidian District
Beijing, PRC

Principal Place of Business in Hong Kong:
Unit 417, 4th Floor
Lippo Centre, Tower Two
No. 89 Queensway
Admiralty, Hong Kong

28 April 2026

To the Shareholders

Dear Sir/Madam,

PROPOSED RE-ELECTION OF DIRECTORS
AND
PROPOSED RE-APPOINTMENT OF AUDITORS
AND
PROPOSED GRANTING OF GENERAL MANDATES TO BUY BACK SHARES AND TO ISSUE AND RESELL SHARES
AND
PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION
AND
NOTICE OF ANNUAL GENERAL MEETING

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information in respect of certain resolutions to be proposed at the Annual General Meeting to be held on Wednesday, 3 June 2026.

2. PROPOSED RE-ELECTION OF DIRECTORS

In accordance with Article 16.18 of the Articles of Association, at every annual general meeting of the Company, one-third of the Directors for the time being (or, if their number is not three or 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 (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years.

In this connection, pursuant to Article 16.18 of the Articles of Association, Mr. Tian Ge and Ms. Fan Xinpeng will retire from office by rotation at the Annual General Meeting and, being eligible, will offer themselves for re-election at the Annual General Meeting.

The Nomination Committee has reviewed the structure and composition of the Board, the confirmations and disclosures given by the Directors, the qualifications, skills and experience, time commitment and contribution of the retiring Directors with reference to the nomination principles and criteria set out in the Company's Board Diversity Policy, the Director Nomination Policy and the Company's corporate strategy. The Nomination Committee has recommended to the Board on the re-election of all the retiring Directors. The Company considers that the retiring Directors will continue to bring valuable business experience, knowledge and professionalism to the Board for its efficient and effective functioning and diversity.

Details of the Directors proposed for re-election at the Annual General Meeting are set out in Appendix I to this circular.

3. PROPOSED RE-APPOINTMENT OF AUDITORS

An ordinary resolution will be proposed at the Annual General Meeting to approve the re-appointment of Messrs. KPMG as the auditors of the Company until the conclusion of the next annual general meeting of the Company. The re-appointment of the independent auditors of the Company has been reviewed by the audit committee of the Company which made recommendation to the Board that the re-appointment be submitted and proposed for Shareholders' approval at the Annual General Meeting. Messrs. KPMG have indicated their willingness to be re-appointed as auditors of the Company for the said period. After negotiation between the Company and Messrs. KPMG, the Board proposes a total payment of fees of around RMB3,200,000 for the auditing of

the financial statements and related audit services for the year 2026, which was determined by complexity and business plan of the Company, the expected audit scope, audit timetable and auditors' resources required.

4. PROPOSED GRANTING OF GENERAL MANDATE TO BUY-BACK SHARES

In order to give the Company the flexibility to buy-back Shares if and when appropriate, an ordinary resolution will be proposed at the Annual General Meeting to approve the granting of the Share Buy-back Mandate to the Directors to buy back Shares on the Stock Exchange of not exceeding 10% of the total number of issued Shares (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 5 of the notice of the Annual General Meeting (i.e. a total of 50,490,517 Shares on the basis that the issued share capital of the Company remains unchanged on the date of the Annual General Meeting). The Directors have no other immediate plan to buy-back any Share pursuant to the Share Buy-back Mandate.

As at the Latest Practicable Date, the Company has 9,578,600 treasury shares.

An explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the granting of the Share Buy-back Mandate is set out in Appendix II to this circular.

5. PROPOSED GRANTING OF GENERAL MANDATE TO ISSUE AND RESELL SHARES

Pursuant to the amendments to the Listing Rules relating to treasury shares, the Company may cancel the Shares bought back following settlement of any such buy-back and/or hold such Shares in treasury, subject to market conditions and its capital management needs at the relevant time of such buy-back. Accordingly, if the Company buy-backs any Shares pursuant to the Share Buy-back Mandate and holds such Shares in treasury, any resale or transfer of the Shares held in treasury will be subject to the Issuance and Resale Mandate as set out in item 6 of the notice of the Annual General Meeting and made in accordance with the Listing Rules and the applicable laws and regulations.

In order to give the Company the flexibility to issue Shares if and when appropriate, an ordinary resolution will be proposed at the Annual General Meeting to approve the granting of the Issuance and Resale Mandate to the Directors to allot, issue or deal with additional Shares of not exceeding 20% of the total number of issued Shares (excluding any treasury shares) as at the date of passing of the proposed ordinary resolution contained in item 5 of the notice of the Annual General Meeting (i.e. a total of 100,981,034 Shares on the basis that the issued share capital of the

Company remains unchanged on the date of the Annual General Meeting). An ordinary resolution to extend the Issuance and Resale Mandate by adding the number of Shares bought back by the Company pursuant to the Share Buy-back Mandate will also be proposed at the Annual General Meeting.

The Directors wish to state that they have no immediate plan to issue any new Shares pursuant to the Issuance and Resale Mandate.

6. PROPOSED AMENDMENTS TO THE EXISTING MEMORANDUM AND ARTICLES OF ASSOCIATION AND ADOPTION OF AMENDED MEMORANDUM AND ARTICLES OF ASSOCIATION

Reference is made to the announcement of the Company dated 28 April 2026 in relation to the proposed amendments to the existing Memorandum and Articles of Association and adoption of amended Memorandum and Articles of Association.

The Board proposes to amend the existing fifth amended and restated memorandum and articles of association of the Company (the "**Existing MAA**") and to adopt the sixth amended and restated memorandum and articles of association of the Company in substitution for, and to the exclusion of, the Existing MAA. The proposed amendments are made for the purposes of (i) bringing the Existing MAA in line with the latest regulatory requirements in relation to hybrid meetings and electronic voting, and the electronic dissemination of corporate communications by listed issuers; (ii) optimizing the Existing MAA regarding treasury shares; (iii) facilitating the implementation of an uncertificated securities market; and (iv) making consequential and other housekeeping amendments (the "**Proposed Amendments**"). Please refer to the Appendix III to this circular for details of the Proposed Amendments.

The legal advisers to the Company as to Hong Kong laws and Cayman Islands laws have respectively confirmed that the Proposed Amendments comply with the requirements of the Listing Rules and are not inconsistent with the laws of the Cayman Islands, respectively.

The Board considers that the Proposed Amendments are in the interests of the Company and the Shareholders as a whole. The Board confirms that there is nothing unusual about the Proposed Amendments for a company listed in Hong Kong.

The Proposed Amendments are prepared in the English language. The Chinese translation of the Proposed Amendments is for reference only. In case there are any inconsistencies between the English version and the Chinese version, the English version shall prevail.

7. ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

The notice of the Annual General Meeting is set out on pages 70 to 76 of this circular.

Pursuant to the Listing Rules and the Articles of Association, any vote of Shareholders at a general meeting must be taken by poll except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll results will be published by the Company after the Annual General Meeting in the manner prescribed under the Listing Rules.

A form of proxy for use at the Annual General Meeting is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (**https://www.hkexnews.hk**) and the Company (**https://ir.liepin.com**). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority at the Company's Hong Kong Share Registrar and Transfer Office, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Annual General Meeting (i.e. not later than 3:00 p.m. on Monday, 1 June 2026) or the adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude the Shareholders from attending and voting at the Annual General Meeting or any adjournment thereof, as the case may be, if so wish, and in such case, the form of proxy shall be deemed to be revoked.

Treasury shares, if any, and registered under the name of the Company, and Shares bought-back pending cancellation, shall have no voting rights at the Annual General Meeting. For the avoidance of doubt, for the purpose of the Listing Rules, treasury shares, if any, pending withdrawal from and/or transferring through CCASS shall not bear any voting rights at the Annual General Meeting. As at the Latest Practicable Date, 9,578,600 treasury shares were held by the Company, and there are no Shares bought-back pending cancellation.

8. RECOMMENDATION

The Directors consider that the proposed re-election of Directors, proposed re-appointment of auditors, the granting of the Share Buy-back Mandate and the Issuance and Resale Mandate, the amendments to the Existing MAA and the adoption of the sixth Amended and Restated Memorandum and Articles of Association are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of all the resolutions to be proposed at the Annual General Meeting.

Yours faithfully,
For and on behalf of the Board
Tongdao Liepin Group
Dai Kebin
Chairman

The following are details of the Directors who will retire and being eligible, offer themselves for re-election at the Annual General Meeting.

Mr. Tian Ge (田歌), aged 39, joined our Group in November 2019 and now serves as chief financial officer of our Company. He is responsible for overseeing the corporate finance, investments and acquisitions, investor relations, procurements and other middle and back office work of our Group. Mr. Tian also serves as the supervisor and the director at certain of our subsidiaries. Prior to joining our Group, Mr. Tian held various positions in China, France, the United States, the United Kingdom and Singapore at General Electric Company (stock symbol: GE), including as the Head of Finance of GE Power Global Repair Solutions APAC, from December 2009 to October 2019. Mr. Tian received a bachelor's degree in international accounting from Sichuan University in June 2008. Mr. Tian is a member of the Association of Chartered Certified Accountants (ACCA).

Save as disclosed above, Mr. Tian did not hold any directorship in any other public company, the securities of which are listed in Hong Kong or overseas in the past three years, nor has any relationships with other Directors, senior management or substantial or controlling shareholders (as defined in the Listing Rules) of the Company.

Mr. Tian has signed a service contract with the Company for a term of three years commencing from 3 April 2024 and is subject to retirement by rotation and is eligible for re-election at least once every three years at the annual general meeting of the Company in accordance with Article 16.18 of the Articles of Association. Mr. Tian will not be entitled to receive any director fee from the Company as his remuneration shall be paid according to his employment with the Company with reference to his duties and performance and the prevailing market condition and trends.

As at the Latest Practicable Date, to the best of the Board's knowledge and belief having made all reasonable enquiries, Mr. Tian is interested or is deemed to be interested in Shares of the Company within the meaning of Part XV of the SFO as follows: (a) 1,364,683 Shares of the Company ("**Shares**"); and (b) share options carrying rights to subscribe for 1,500,000 Shares.

Save for the information disclosed above, there is no information which is disclosable nor is Mr. Tian involved in any of the matters required to be disclosed pursuant to any of the requirements under Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules and there are no other matters concerning Mr. Tian that need to be brought to the attention of the Shareholders.

Ms. FAN Xinpeng (范新鵬), aged 47, is our independent non-executive Director, appointed on 12 September 2023. She is also the Chairman of the Audit Committee, a member of the Nomination Committee and a member of the Remuneration Committee of our Company. Ms. Fan was the chief financial officer of Dali Foods Group Company Limited (達利食品集團有限公司) from March 2023 to February 2024, the chief financial officer and group vice president of EastGarden International Group Limited (宜格國際集團有限公司) from 2022 to 2023, an executive director and the head of China financial services and fintech industry under the investment banking division of Morgan Stanley Asia Limited (摩根士丹利亞洲有限公司) from 2010 to 2022. Prior to that, she worked in other leading global investment banks and accounting firms from 2004 to 2010, including PricewaterhouseCoopers (Hong Kong) (普華永道會計師事務所(香港)), Merrill Lynch (Asia) Limited (美林(亞洲)有限公司), and Deloitte Touche Tohmatsu (New York) (德勤會計師事務所(紐約)). Ms. Fan has been serving as an independent non-executive director of PegBio Co., Ltd (派格生物醫藥(杭州)股份有限公司), a company listed on the Hong Kong Stock Exchange (stock code: 02565.HK), since February 2024. Ms. Fan has also been the managing director of HSBC Holdings plc, a company listed on the Hong Kong Stock Exchange (stock code: 00005.HK) and London Stock Exchange (stock code: HSBA) since June 2024. Ms. Fan has professional experiences in global investment banking, capital market financing, mergers and acquisitions, as well as corporate finance management in the Chinese consumer industry.

Ms. Fan graduated from the University of Texas at Austin in 2004 with a master's degree in accounting and from Beijing Technology and Business University (北京工商大學) with a bachelor's degree in economics in 1999. Ms. Fan is also a member of the American Institute of Certified Public Accountants.

Save as disclosed above, Ms. Fan did not hold any directorship in any other public company, the securities of which are listed in Hong Kong or overseas in the past three years, nor has any relationships with other Directors, senior management or substantial or controlling shareholders (as defined in the Listing Rules) of the Company.

Ms. Fan has signed an appointment letter with the Company for a term of three years commencing from 12 September 2023 and is subject to retirement by rotation and is eligible for re-election at least once every three years at the annual general meeting of the Company in accordance with Article 16.18 of the Articles of Association.

According to the appointment letter, Ms. Fan is entitled to receive HKD500,000 per annum. Ms. Fan's remuneration package has been determined by the Board based on the recommendation of the Remuneration Committee after considering a range of factors including her experience, her duties and responsibilities in the Company, the remuneration structure of the Company and levels of remuneration for peers in the market.

As at the Latest Practicable Date, Ms. Fan does not have, and is not deemed to have any interests in the Shares, underlying Shares or debentures of the Company within the meaning of Part XV of the SFO.

Save for the information disclosed above, there is no information which is disclosable nor is Ms. Fan involved in any of the matters required to be disclosed pursuant to any of the requirements under Rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules and there are no other matters concerning Ms. Fan that need to be brought to the attention of the Shareholders.

The following is an explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the ordinary resolution to be proposed at the Annual General Meeting in relation to the granting of the Share Buy-back Mandate.

1. SHARE CAPITAL

As at the Latest Practicable Date, the issued share capital of the Company (excluding any treasury shares) comprised 504,905,174 Shares. As at the Latest Practicable Date, the Company has 9,578,600 treasury shares.

Subject to the passing of the ordinary resolution set out in item 4 of the notice of the Annual General Meeting in respect of the granting of the Share Buy-back Mandate and on the basis that the issued share capital of the Company (excluding any treasury shares) remains unchanged on the date of the Annual General Meeting, i.e. being 504,905,174 Shares, the Directors would be authorized under the Share Buy-back Mandate to buy back, during the period in which the Share Buy-back Mandate remains in force, a total of 50,490,517 Shares, representing 10% of the total number of Shares in issue (excluding any treasury shares) as at the date of the Annual General Meeting.

2. REASONS FOR SHARE BUY-BACK

Although the Directors have no present intention of exercising the proposed Share Buy-back Mandate, the Directors believe that the granting of the Share Buy-back Mandate is in the best interests of the Company and the Shareholders as a whole.

Such Shares buy-back may, depending on the market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made when the Directors believe that such buy-back will benefit the Company and the Shareholders.

On the other hand, the Shares bought back by the Company and held as treasury shares may provide more flexibility to the Board to resell the treasury shares on the market prices to raise additional funds for the Company, or transfer or use for Share grants under share schemes that comply with Chapter 17 of the Listing Rules and for other purposes permitted under the Listing Rules, the Articles of Association and the applicable laws of the Cayman Islands.

3. FUNDING OF SHARE BUY-BACK

The Company may only apply funds legally available for share buy-back in accordance with its Articles of Association, the Companies Act (2023 Revision) (as consolidated and revised) of the Cayman Islands and/or any other applicable laws, as the case may be. The Cayman Companies Act provides that the amount of capital repaid in connection with a Share buy-back may be paid out of the profits of the Company or the proceeds of a fresh issue of Shares made for the purposes of the buy-back or out of capital subject to and in accordance with the Cayman Companies Act. The amount of premium payable on buy-back over the par value of the Shares to be purchased may only be paid out of either the profits of the Company or out of the share premium account before or at the time the Company's Shares are bought back in the manner provided for in the Cayman Companies Act.

4. IMPACT OF SHARE BUY-BACK

There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in the audited accounts contained in the annual report of the Company for the year ended 31 December 2025) in the event that the Share Buy-back Mandate was to be carried out in full at any time during the proposed buy-back period. However, the Directors do not intend to exercise the Share Buy-back Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

5. MARKET PRICES OF SHARES

The highest and lowest prices per Share at which Shares have traded on the Stock Exchange in each of the previous twelve months and up to and including the Latest Practicable Date were (excluding any treasury shares) as follows:

Month	Highest	Lowest
	HK$	*HK$*
2025		
April	4.988	3.236
May	3.900	3.150
June	3.940	3.260
July	4.460	3.300
August	4.440	3.740
September	4.350	3.470
October	3.700	3.130
November	3.740	3.150
December	4.180	3.450
2026		
January	4.800	3.600
February	4.050	3.220
March	3.260	2.500
April (up to the Latest Practicable Date)	2.990	2.550

6. GENERAL

To the best of their knowledge and having made all reasonable enquiries, none of the Directors nor any of their respective close associates (as defined in the Listing Rules) have any present intention to sell any Shares to the Company or its subsidiaries in the event that the granting of the Share Buy-back Mandate is approved by the Shareholders.

The Company has not been notified by any core connected person (as defined in the Listing Rules) of the Company that they have a present intention to sell any Shares to the Company, or that they have undertaken not to sell any Shares held by them to the Company in the event that the granting of the Share Buy-back Mandate is approved by the Shareholders.

The Directors have undertaken to the Stock Exchange to exercise the power of the Company to buy back Shares pursuant to the Share Buy-back Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

The Company confirms that the explanatory statement set out in this Appendix II contains the information required under Rule 10.06(1)(b) of the Listing Rules and that neither the explanatory statement nor the proposed share buy-back has unusual features.

Following a Shares buy-back, the Company may cancel any Shares bought back and/or hold them as treasury shares subject to, among others, market conditions and its capital management needs at the relevant time of the buy-back, which may change due to evolving circumstances.

For any treasury shares deposited with CCASS pending resale on the Stock Exchange, the Company shall, upon approval by the Board, implement the below interim measures (collectively, the "**Interim Measures**") which include (without limitation):

(i) procuring its broker not to give any instructions to HKSCC to vote at general meetings for the treasury shares deposited with CCASS;

(ii) in the case of dividends or distributions (if any and where applicable), withdrawing the treasury shares from CCASS, and either re-register them in its own name as treasury shares or cancel them, in each case before the relevant record date for the dividend or distributions; and

(iii) taking any other measures to ensure that it will not exercise any Shareholders' rights or receive any entitlements which would otherwise be suspended under the applicable laws if those Shares were registered in its own name as treasury shares.

7. TAKEOVERS CODE

If as a result of a buy-back of Shares pursuant to the Share Buy-back Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in the Shareholder's interest, could obtain or consolidate control of the Company and thereby become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

To the best knowledge of the Company, as at the Latest Practicable Date, Mr. Dai Kebin and Ms. Song Yueting were interested in an aggregate of 140,224,129 Shares representing approximately 27.26% of the total issued share capital of the Company. In the event that the Directors exercise the proposed Share Buy-back Mandate in full, the aggregate shareholding of Mr. Dai Kebin and Ms. Song Yueting would be increased to approximately 30.28% of the total issued share capital of the Company. To the best knowledge and belief of the Directors, such increase in shareholding would give rise to an obligation to make a mandatory offer under the Takeovers Code. The Directors have no present intention to buy back Shares to the extent that will trigger the obligations under the Takeovers Code.

Save for aforesaid, to the best knowledge of the Directors, the Directors are not aware of any consequences which would arise under the Takeovers Code as a result of any buy back of Shares pursuant to the Share Buy-back Mandate.

The Directors do not propose to exercise the Share Buy-back Mandate to such an extent as would, in the circumstances, give rise to an obligation to make a mandatory offer in accordance with Rule 26 of the Takeovers Code and/or result in the aggregate number of Shares held by the public Shareholders falling below the prescribed minimum percentage required by the Stock Exchange.

8. SHARE BUY-BACK MADE BY THE COMPANY

During the six months prior to the Latest Practicable Date, the Company has bought back a total of 9,578,600 Shares on the Stock Exchange and details are set out below.

Date of Buy-back	No. of Shares Bought Back	Buy-back Price per Share	
		Highest	Lowest
		HK$	*HK$*
3 December 2025	743,000	3.76	3.62
4 December 2025	128,000	3.84	3.74
5 December 2025	358,800	3.90	3.88
8 December 2025	702,800	3.93	3.85
9 December 2025	1,202,200	3.95	3.87
10 December 2025	588,400	3.95	3.89
15 December 2025	702,000	3.85	3.71
16 December 2025	579,000	3.89	3.77
17 December 2025	465,600	3.99	3.90
18 December 2025	552,000	3.95	3.85
19 December 2025	354,200	4.03	3.99
22 December 2025	183,000	4.10	4.09
23 December 2025	753,000	4.09	3.96
24 December 2025	627,200	4.07	3.95
29 December 2025	539,400	4.07	3.88
30 December 2025	400,000	3.95	3.81
31 December 2025	700,000	4.00	3.86
Total	**9,578,600**		

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
2.2	**In these Articles, unless there be something in the subject or context inconsistent therewith:** "**Articles**" shall mean these Articles of Association and all supplementary, amended or substituted Articles for the time being in force. "**associate**" shall have the meaning given to it in the Listing Rules. "**Auditors**" shall mean the persons appointed by the Company from time to time to perform the duties of auditors of the Company. "**Board**" shall mean the majority of the Directors present and voting at a meeting of Directors at which a quorum is present.	2.2	**In these Articles, unless there be something in the subject or context inconsistent therewith:** **"announcement"** **shall mean any official publication of a notice or document of the Company, including any publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws.** **"approved securities registrar"** **(a) in relation to prescribed securities, has the same meaning as in Part I of Schedule 1 to the Securities and Futures Ordinance; and (b) in relation to securities that are not prescribed securities, a person who is appointed to maintain the register of holders.** "**Articles**" shall mean these Articles of Association and all supplementary, amended or substituted Articles for the time being in force. **"ASR Code"** **shall mean the Code of Conduct for Approved Securities Registrar published by the SFC as from time to time in effect and include any amendments thereof and any other codes or guidelines incorporated therewith, supplementary thereto or substituted therefor.** "**associate**" shall have the meaning given to it in the Listing Rules. "**Auditors**" shall mean the persons appointed by the Company from time to time to perform the duties of auditors of the Company. "**Board**" shall mean the majority of the Directors present and voting at a meeting of Directors at which a quorum is present.

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"**business day**"	shall mean a day on which the Exchange generally is open for the business of dealing in securities in Hong Kong. For the avoidance of doubt, where the Exchange is closed for business of dealing in securities in Hong Kong on a day by reason of a Number 8 or higher typhoon signal, black rainstorm warning or other similar event, such day shall for the purpose of these Articles be counted as a business day.		"**business day**"	shall mean a day on which the Exchange generally is open for the business of dealing in securities in Hong Kong. For the avoidance of doubt, where the Exchange is closed for business of dealing in securities in Hong Kong on a day by reason of a Number 8 or higher typhoon signal, black rainstorm warning or other similar event, such day shall for the purpose of these Articles be counted as a business day.
	"**capital**"	shall mean the share capital from time to time of the Company.		"**capital**"	shall mean the share capital from time to time of the Company.
	"**Chairman**"	shall mean the Chairman presiding at any meeting of members or of the Board.		"**Chairman**"	shall mean the Chairman presiding at any meeting of members or of the Board.
	"**close associate**"	shall have the meaning given to it in the Listing Rules.		"**CCASS**"	**shall mean the Central Clearing and Settlement System operated by the HKSCC.**
	"**Communication Facilities**"	shall mean 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 Persons participating in a meeting are capable of hearing and being heard by each other.		"**clear day**"	**shall mean, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.**
	"**Companies Act**"	shall mean the Companies Act (As Revised), Cap. 22 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.		"**close associate**"	shall have the meaning given to it in the Listing Rules.
				"**Communication Facilities**"	shall mean 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 Persons participating in a meeting are capable of hearing and being heard by each other.
				"**Companies Act**"	shall mean the Companies Act (As Revised), Cap. 22 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.

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"Competent regulatory authority"	shall mean a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.		"**Competent regulatory authority**"	shall mean a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.
	"Companies Ordinance"	shall mean the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as in force from time to time.		"**Companies Ordinance**"	shall mean the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as in force from time to time.
	"**Company**"	shall mean Tongdao Liepin Group 同道獵聘集團.		"**Company**"	shall mean Tongdao Liepin Group 同道獵聘集團.
	"**Company's Website**"	shall mean the website of the Company, the address or domain name of which has been notified to members.		"**Company's Website**"	shall mean the website of the Company, the address or domain name of which has been notified to members.
	"**Corporate Communication**"	shall have the meaning given to it in the Listing Rules.		"**Corporate Communication**"	shall have the meaning given to it in the Listing Rules.
	"**Director**"	shall mean any director from time to time of the Company.		**"dematerialize" or "dematerialization"**	**shall have the meaning given to it in Rule 2(1) of the USM Rules.**
	"**dividend**"	shall include bonus, scrip dividends, distributions in specie or in kind, capital distributions and capitalisation issue permitted by the Companies Act to be categorised as dividends.		"**Director**"	shall mean any director from time to time of the Company.
	"**electronic**"	shall have the meaning given to it in the Electronic Transactions Act.		"**dividend**"	shall include bonus, scrip dividends, distributions in specie or in kind, capital distributions and capitalisation issue permitted by the Companies Act to be categorised as dividends.
	"**electronic communication**"	shall mean a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electro-magnetic means in any form through any medium.		"**electronic**"	shall have the meaning given to it in the Electronic Transactions Act.
				"**electronic communication**"	shall mean a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electro-magnetic means in any form through any medium.

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"**electronic means**"	shall include sending or otherwise making available to the intended recipients of the communication in electronic format.		"**electronic facilities**"	**shall mean 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 or other electronic meeting technology by means of which all persons participating in a meeting are capable of hearing and being heard by each other and all members' rights to speak and vote at the meeting are maintained.**
	"**Electronic Signature**"	shall mean an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a person with the intent to sign the electronic communication.		"**electronic means**"	shall include sending or otherwise making available to the intended recipients of the communication in electronic format.
	"**Electronic Transactions Act**"	shall mean the Electronic Transactions Act (As Revised) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.		"**electronic meeting**"	**shall mean a general meeting held and conducted wholly and exclusively by virtual attendance and participation by members and/or 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.**
	"**Exchange**"	shall mean The Stock Exchange of Hong Kong Limited.		"**Electronic Signature**"	shall mean an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a person with the intent to sign the electronic communication.
	"**financial year**"	shall mean the financial period of the Company ending or ended on the date as determined in accordance with Article 35 for preparation of its financial statements to be laid before the Company at the annual general meaning of the Company.		"**Electronic Transactions Act**"	shall mean the Electronic Transactions Act (As Revised) of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.
				"**Exchange**"	shall mean The Stock Exchange of Hong Kong Limited.
				"**financial year**"	shall mean the financial period of the Company ending or ended on the date as determined in accordance with Article 35 for preparation of its financial statements to be laid before the Company at the annual general meaning of the Company.

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"**holding company**"	shall have the meaning attributed to such term in the Companies Ordinance.		"**holding company**"	shall have the meaning attributed to such term in the Companies Ordinance.
	"**Listing Rules**"	shall mean the Rules Governing the Listing of Securities on the Exchange as amended, supplemented or otherwise modified from time to time.		**"HKSCC"**	**shall mean The Hong Kong Securities Clearing Company Limited.**
				"HKSCCN"	**shall mean HKSCC Nominees Limited in its capacity as nominee for HKSCC (or any successor thereto) as operator of Central Clearing and Settlement System and any successor, replacement or assign of HKSCC Nominees Limited as nominee for the operator of Central Clearing and Settlement System.**
	"**members**"	shall mean the persons who are duly registered as the holders from time to time of shares in the register including persons who are jointly so registered.			
	"**Memorandum**"	shall mean the memorandum of association of the Company.		**"hybrid meeting"**	**shall mean a general meeting convened for the (i) physical attendance and participation by members 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 members 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.**
	"**month**"	shall mean a calendar month.			
				"**Listing Rules**"	shall mean the Rules Governing the Listing of Securities on the Exchange as amended, supplemented or otherwise modified from time to time.
				"Meeting Location"	**shall have the meaning given to it in Article 13.1(a).**
				"**members**"	shall mean the persons who are duly registered as the holders from time to time of shares in the register **of holders** including persons who are jointly so registered.
				"**Memorandum**"	shall mean the memorandum of association of the Company.
				"**month**"	shall mean a calendar month.

Memorandum and Articles of Association currently in force		Proposed to be amended as		
Article No.	Articles of Association	Article No.	Articles of Association	
	"**Nomination Committee**" shall mean the committee of the Board established pursuant to Article 21.		"**Nomination Committee**"	shall mean the committee of the Board established pursuant to Article 21.
	"**ordinary resolution**" shall mean a resolution passed by a simple majority of the votes of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorised representatives, at a general meeting held in accordance with these Articles and includes an ordinary resolution passed pursuant to Article 13.11.		**"notice"**	**shall mean written notice unless otherwise specifically stated and as further defined in these Articles and, where the context so requires, shall include any other document (including any Corporate Communication) or communication to be served, issued, or given by the Company under these Articles or pursuant to applicable laws, rules and regulations, including the Listing Rules and/or the rules of the competent regulatory authority. For the avoidance of doubt, notice may be provided in physical or electronic form.**
			"**ordinary resolution**"	shall mean a resolution passed by a simple majority of the votes of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorised representatives, at a general meeting held in accordance with these Articles and includes an ordinary resolution passed pursuant to Article 13.11.
			"paid up"	**shall mean paid up or credited as paid up.**
			"participation date"	**shall mean the date (or if such a date is revised, the date last revised) on which the Company's prescribed securities are to become participating securities, as announced and published by the Company in accordance with the Listing Rules.**
			"participating securities"	**shall have the same meaning as given to it in Rule 4 of the USM Rules.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
	"**Person**" shall mean any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires. "**PRC Person**" shall mean: (a) a PRC national; (b) a PRC governmental entity; or (c) an entity incorporated in the PRC that is controlled by PRC nationals and/or PRC governmental entities. "**Present**" shall mean, in respect of any Person, such Person's presence at a general meeting of members, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles), being: (a) physically present at the meeting; or (b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting, connected by means of the use of such Communication Facilities.		**"physical meeting" shall mean a general meeting held and conducted by physical attendance and participation by members 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.** "**Person**" shall mean any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires. "**PRC Person**" shall mean: (a) a PRC national; (b) a PRC governmental entity; or (c) an entity incorporated in the PRC that is controlled by PRC nationals and/or PRC governmental entities. "**Present**" shall mean, in respect of any Person, such Person's presence at a general meeting of members, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles), being: (a) physically present at the meeting; or (b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting, connected by means of the use of such Communication Facilities. **"Principal Meeting Place" shall have the meaning given to it in Article 12.4.**

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"**principal register**"	shall mean the register of members of the Company maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.		"**principal register**"	shall mean the register of members of the Company maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.
	"**published in the newspapers**"	shall mean 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 in the newspapers**"	shall mean 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 Exchange's website**"	shall mean published in English and Chinese on the Exchange's website in accordance with the Listing Rules.		**"published on the Exchange's website"**	shall mean published in English and Chinese on the Exchange's website in accordance with the Listing Rules.
	"**recognised clearing house**"	shall have the meaning ascribed thereto in Part I of Schedule 1 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.		"**recognised clearing house**"	shall have the meaning ascribed thereto in Part I of Schedule 1 of the Securities and Futures Ordinance (~~Cap. 571 of the Laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor~~**including in the case of the Company, the HKSCC).**
	"**register**"	shall mean the principal register and any branch registers.		"**register**"	shall mean the principal register and any branch registers.
				"register of holders"	**shall mean: (a) in relation to prescribed securities, has the same meaning as in Rule 2 of the USM Rules; (b) in relation to non-prescribed securities that are shares of the Company, the register of members of the Company (including the principal register); and (c) in relation to non-prescribed securities that are not shares, the register of holders of the relevant securities.**
				"register of holders in Hong Kong"	**in the case of the Company, the branch register located and maintained in Hong Kong pursuant to these Articles.**

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"**rights issue**"	shall mean an offer by way of rights to existing holders of securities of the Company which enables those holders to subscribe for securities in proportion to their existing holdings.		"**rights issue**"	shall mean an offer by way of rights to existing holders of securities of the Company which enables those holders to subscribe for securities in proportion to their existing holdings.
	"**seal**"	shall include the common seal of the Company, the securities seal or any duplicate seal adopted by the Company pursuant to Article 23.2.		"**seal**"	shall include the common seal of the Company, the securities seal or any duplicate seal adopted by the Company pursuant to Article 23.2.
	"**Secretary**"	shall mean the person appointed as company secretary by the Board from time to time.		"**Secretary**"	shall mean the person appointed as company secretary by the Board from time to time.
	"**share**"	shall mean a share in the capital of the Company.		**"Securities and Futures Ordinance"**	**shall mean the Securities and Futures Ordinance (Cap. 571 of the laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.**
	"**special resolution**"	shall have the same meaning as ascribed thereto in the Companies Act and shall include a unanimous written resolution of all members: for this purpose, the requisite majority shall be not less than three-fourths of the votes of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their 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 includes a special resolution passed pursuant to Article 13.11.		**"SFC"**	**shall mean the Securities and Futures Commission of Hong Kong.**
				"**share**"	shall mean a share in the capital of the Company.
				"**special resolution**"	shall have the same meaning as ascribed thereto in the Companies Act and shall include a unanimous written resolution of all members: for this purpose, the requisite majority shall be not less than three-fourths of the votes of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their 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 includes a special resolution passed pursuant to Article 13.11.

Memorandum and Articles of Association currently in force			Proposed to be amended as		
Article No.	Articles of Association		Article No.	Articles of Association	
	"**subsidiary**"	shall have the meaning attributed to such term in the Companies Ordinance, but interpreting the term "subsidiary" in accordance with the definition of "subsidiary" under the Listing Rules.		"**subsidiary**"	shall have the meaning attributed to such term in the Companies Ordinance, but interpreting the term "subsidiary" in accordance with the definition of "subsidiary" under the Listing Rules.
	"**transfer office**"	shall mean the place where the principal register is situate for the time being.		**"treasury share(s)"**	**shall mean shares repurchased and held by the Company in treasury as authorised by the Companies Act which, for the purpose of these Articles, include shares repurchased by the Company and held or deposited in CCASS for sale on the Exchange.**
	"**US$**"	shall mean dollars legally current in the United States of America.		"~~**transfer office**~~"	~~shall mean the place where the principal register is situate for the time being.~~
	"**Virtual Meeting**"	shall mean any general meeting of the members at which the members (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities.		**"UNSRT System"**	**shall mean an uncertificated securities registration and transfer system, and in relation to any share or other prescribed securities of the Company, a computer-based system, together with procedures and other facilities, that (a) enables title to the shares and other prescribed securities to be evidenced and transferred without an instrument; and (b) facilitates supplementary and incidental matters.**
				"USM Rules"	**shall mean the Securities and Futures (Uncertificated Securities Market) Rules (Cap. 571AS) made under the Securities and Futures Ordinance, as in force from time to time and any amendments thereto or re-enactments thereof for the time being in force and includes every other rules or subsidiary legislation incorporated therewith or substituted therefor.**
				"**US$**"	shall mean dollars legally current in the United States of America.
				"**Virtual Meeting**"	shall mean any general meeting of the members at which the members (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
2.5	"**Writing**" or "**printing**" 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.	2.5	"**Writing**" or "**printing**" **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**~~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~~.
		2.6	**(Newly added)** **References to the right of a member 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.**
		2.7	**(Newly added)** **Reference to a "meeting" (a) shall, where the context is appropriate, include a meeting that has been adjourned by the Board in accordance with these Articles, and (b) shall mean a meeting convened and held in any manner permitted by these Articles and any member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly.**
		2.8	**(Newly added)** **References to a vote of a general meeting decided by poll include without limitation through electronic means.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
		2.9	(Newly added) 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 members, shall not preclude the use of electronic means for such delivery, receipt, 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, rules and regulations. Notices of meetings, adjournments, 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.
		2.10	(Newly added) Where a member is a corporation, any reference in these Articles to a member shall, where the context requires, refer to a duly authorised representative of such member.
		2.11	(Newly added) 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.
		2.12	(Newly added) References to "voting rights" in these Articles shall exclude the voting rights attached to shares repurchased and held by or transferred to HKSCCN upon deposit with CCASS.
2.6	Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.	2.6~~13~~	Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
3.4	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 for in the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated with the consent in writing of the holders of not less than three-fourths of the voting rights of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class present and voting at such a meeting. To every such separate meeting all the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting not less than one-third in nominal value of the issued shares of that class.	3.4	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 for in the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated with the consent in writing of the holders of not less than three-fourths of the voting rights of the issued shares of that class **(excluding treasury shares)** or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class present and voting at such a meeting. To every such separate meeting all the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a person or persons together holding (or representing by proxy or duly authorised representative) at the date of the relevant meeting not less than one-third in nominal value of the issued shares of that class.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
3.7	Subject to the Companies Act, or any other law or so far as not prohibited by any law or the Listing Rules 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 any of its own shares (which expression as used in this Article includes redeemable shares) provided that the manner of purchase has first been authorised by a resolution of the members, and to purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, 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 in the Company or any company which is a holding company of the Company and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants 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 any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force.	3.7	~~Subject to the Companies Act, or any other law or so far as not prohibited by any law or the Listing Rules 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 any of its own shares (which expression as used in this Article includes redeemable shares) provided that the manner of purchase has first been authorised by a resolution of the members, and to purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, 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 in the Company or any company which is a holding company of the Company and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants 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 any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force.~~ **Subject to the Companies Act, or any other law or so far as not prohibited by any law, the Listing Rules and/or any other rules and regulations of any competent regulatory authority 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 any of its own shares (which expression as used in this Article includes redeemable shares) provided that the manner of purchase has first been authorised by a resolution of the members, and to purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, the Listing Rules and/or any other rules and regulations of any competent regulatory authority, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, 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 in the Company or any company which is a holding company of the Company and the Company's foregoing power to purchase or otherwise acquire its own shares or warrants 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 the purposes of the Companies Act, and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants 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 any relevant code, rules or regulations issued by the Exchange, the SFC or any competent regulatory authority from time to time in force.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
3.10	Subject to the provisions of the Companies Act and the Memorandum, 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 be, or at the option of the Company or the holders are, liable to be redeemed on such terms and in such manner, including out of capital, as determined by a special resolution.	3.10	Subject to the provisions of the Companies Act and the Memorandum, **and/or any other rules and regulations of any competent regulatory authority,** 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 be, or at the option of the Company or the holders are, liable to be redeemed on such terms and in such manner, including out of capital, as determined by a special resolution.
		3.13A	**(Newly added)** **Subject to the Companies Act, the Listing Rules and any other rules and regulations of any competent regulatory authority, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares.** **(a) Subject to the Companies Act, these Articles, the Listing Rules, and any other rules and regulations of any competent regulatory authority, the Board may by a resolution of the Directors at any time: (a) cancel any one or more treasury shares; or (b) transfer any one or more treasury shares to any person, whether or not for valuable consideration (including at a discount to the nominal or par value of such shares).** **(b) 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 members on a winding up) may be made to the Company in respect of a treasury share.** **(c) The Company shall be entered in the register of holders as the holder of the treasury shares. However: (i) the Company shall not be treated as a member 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 (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 Companies Act.** **(d) 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.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(e) **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.**
3.14	Subject to the provisions of the Companies Act, the Memorandum and these Articles relating to new shares, the unissued shares in the Company (whether forming part of its original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration, and upon such terms, as the Board shall determine.	3.14	Subject to the provisions of the Companies Act, the Memorandum and these Articles relating to new shares, the unissued shares in the Company (whether forming part of its original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration, and upon such terms **and conditions**, as the Board shall determine **in its absolute discretion, but no shares shall be issued at a discount to their nominal or par value. Neither the Company nor the Board shall be obliged, when making any allotment of, offer of, or granting any option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable, and members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever**.
4	**Register of Members and Share Certificates**	4	**Register of ~~Members~~ Holders, ~~and~~ Share Certificates, Approved Securities Registrar and Participating Securities**
4.1	The Board shall cause to be kept at such place within or outside the Cayman Islands as it deems fit a principal register of the members and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars required under the Companies Act.	4.1	The Board shall cause to be kept at such place within or outside the Cayman Islands as it deems fit a ~~principal~~ register of ~~the members~~ **holders** and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars required under the Companies Act.
4.2	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 and the branch register(s) shall together be treated as the register for the purposes of these Articles.	4.2	If the Board considers it necessary or appropriate, the Company may establish and maintain a branch register (**including the register of holders in Hong Kong**) ~~or registers of members~~ at such location or locations within or outside the Cayman Islands as the Board thinks fit. The ~~principal~~ register **of holders** and the branch register(s) (**including the register of holders in Hong Kong**) shall together be treated as the register **of holders** for the purposes of these Articles.
4.3	The Board may, in its absolute discretion, at any time transfer any share on the principal register to any branch register or any share on any branch register to the principal register or any other branch register.	4.3	The Board may, in its absolute discretion, at any time transfer any share on the principal register (**including the register of holders in Hong Kong**) to any branch register or any share on any branch register to the principal register or any other branch register (**including the register of holders in Hong Kong**).

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
4.4	Notwithstanding anything contained in this Article 4, the Company shall as soon as practicable and on a regular basis record in the principal register all transfers of shares effected on any branch register and shall at all times maintain the principal register 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.	4.4	Notwithstanding anything contained in this Article 4, the Company shall as soon as practicable and on a regular basis record in the principal register all transfers of shares effected on any branch register and shall at all times maintain the principal register (**including the register of holders in Hong Kong**) 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.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
4.5	For so long as any shares are listed on the 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 of members maintained by the Company in respect of such listed shares (whether the principal register or a branch register) may be kept by recording the particulars required by Section 40 of 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.	4.5	(A) For so long as any **of the securities of the Company that constitute prescribed securities (including any shares of the Company that are listed on the Exchange) are listed on the Exchange for the purposes of the Listing Rules, the Securities and Futures Ordinance, the USM Rules, the ASR Code and all applicable laws and regulations, the Company shall appoint and maintain at all times an approved securities registrar to act as the securities registrar for such prescribed securities and to maintain the register of holders in Hong Kong of such prescribed securities, in each case in accordance with the Listing Rules, the USM Rules, the ASR Code and all applicable laws and regulations. The register of holders in Hong Kong may constitute a branch register for the purposes of these Articles and the Companies Act.** ~~shares are listed on the 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 of members maintained by the Company in respect of such listed shares (whether the principal register or a branch register) may be kept by recording the particulars required by Section 40 of 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.~~ (B) **If at any time the office of approved securities registrar in respect of any prescribed securities becomes vacant, the Board shall use all reasonable endeavors to procure the appointment of a replacement approved securities registrar as soon as practicable and may take all such steps, enter into all such arrangements and execute all such documents as it considers necessary or desirable to preserve compliance with the Listing Rules, the Securities and Futures Ordinance, the USM Rules, the ASR Code and applicable laws and regulations. Title to such prescribed securities may be evidenced and transferred in accordance with all applicable laws and regulations, including the Companies Act, the Listing Rules, the Securities and Futures Ordinance and the USM Rules that are or shall be applicable to such prescribed securities.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(C) **Without prejudice to any other provision of these Articles, the approved securities registrar may, on behalf of the Company and to the extent permitted by applicable laws and regulations, provide or facilitate securities registrar services in relation to the Company's prescribed securities (including any shares of the Company that are listed on the Exchange), including the maintenance of the register of holders in Hong Kong, the operation of or participation in any UNSRT System, the evidencing of title without an instrument, and the registration and transfer of title by electronic or authenticated means. The register of holders maintained by the Company and/or the approved securities registrar in respect of such prescribed securities (including any shares of the Company that are listed on the Exchange) (whether the principal register or a branch register) may be kept by recording the particulars required by Section 40 of 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 prescribed securities.**
4.6	Except when a register is closed and, if applicable, subject to the additional provisions of Article 4.8, the principal register and any branch register shall during business hours be kept open to inspection by any member without charge.	4.6	Except when a register **of holders** is closed and, if applicable, subject to the additional provisions of Article 4.8, the principal register and any branch register **(including the register of holders in Hong Kong)** shall during business hours be kept open to inspection by any member without charge.
4.8	The register may, on 10 business days' notice (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the 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 any year (or such longer period as the members 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 5 business days' notice in accordance with the procedures set out in this Article.	4.8	The register **of holders** may, on 10 business days' notice (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the Exchange's website, or, subject to the Listing Rules**, the Securities and Futures Ordinance and/or the USM 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 **of holders** shall not be closed for more than 30 days in any year (or such longer period as the members 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 **of holders** 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 5 business days' notice in accordance with the procedures set out in this Article.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
4.9	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 next after the day on which the request is received by the Company.	4.9	Any register **of holders** 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 **and any holder of the prescribed securities** 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 **of holders,** 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 next after the day on which the request is received by the Company.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
4.10	In lieu of, or apart from, closing the register pursuant to other provisions in 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.	4.10	In lieu of, or apart from, closing the register **of holders** pursuant to other provisions in 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. **(A) On and from the participation date, every person whose name is entered as a holder in the register of holders shall be entitled to hold their shares being participating securities in uncertificated form through the UNSRT System, the Central Clearing and Settlement System, or any other system approved under the Securities and Futures Ordinance and the USM Rules, as applicable, in compliance with the Listing Rules and other relevant regulations. Where shares are held in certificated form, every person whose name is entered as a member in the register shall be entitled to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines.** **(B) On and from the participation date of any prescribed securities of the Company (including any shares of the Company that are listed on the Exchange): (a) such prescribed securities become participating securities and may be held in uncertificated form; and the titles thereto may be evidenced and transferred without an instrument in accordance with the Listing Rules, Securities and Futures Ordinance, the USM Rules, the ASR Code and all applicable laws and regulations; (b) the register of holders shall, to the fullest extent permitted by applicable laws and regulations, be the primary evidence of title to such participating securities; (c) the Board may implement such arrangements and procedures as it considers necessary or desirable to facilitate the dematerialisation, holding, transfer, registration and administration of such participating securities in uncertificated form; and (d) all provisions of these Articles shall be construed, so far as possible, to permit and facilitate the same.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(C) Notwithstanding any other provision of these Articles, on and after the participation date on which any shares or other prescribed securities become participating securities, no new certificate shall be issued in respect of such participating securities except to the extent permitted or required by the Listing Rules, the Securities and Futures Ordinance, the USM Rules, the ASR Code and all applicable laws and regulations. **(D) If any provision of these Articles is inconsistent with the Listing Rules, the Securities and Futures Ordinance, the USM Rules, the ASR Code and all applicable laws and regulations in relation to any participating securities on or after their participation date, such provision shall be read down or disapplied to the extent of the inconsistency and the Listing Rules, the Securities and Futures Ordinance, the USM Rules, the ASR Code and all relevant applicable laws and regulations shall prevail.** **(E) Save for the above provisions in this Article 4.10, the Company shall comply with any other applicable laws, rules and regulations to facilitate the dematerialisation, holding, transfer, registration and administration of such participating securities in uncertificated form, including electronic processes for corporate actions, as required by the uncertificated securities market regime.**
4.11	Every person whose name is entered as a member in the register shall be entitled to receive, within any relevant time limit as prescribed in the Companies Act or as the Exchange may from time to time determine, whichever is shorter, and subject to payment of any fees which may be payable pursuant to Article 7.8, after allotment or lodgement of transfer, or within such other period as the conditions of issue shall provide, one certificate for all his shares of each class or, if he 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 an Exchange board lot, such numbers of certificates for shares in Exchange board lots or multiples thereof as he 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 several joint holders shall be sufficient delivery to all such holders. All certificates for shares shall be delivered personally or sent through the post addressed to the member entitled thereto at his registered address as appearing in the register.		(Delete)

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
4.12	Every certificate for shares or debentures or representing any other form of security of the Company shall be issued under the seal of the Company, which shall only be affixed with the authority of the Board.	4.12	**Where any shares or debentures or any form of security of the Company are issued in certificated form, such certificate** ~~Every certificate for shares or debentures or representing any other form of security of the Company~~ shall be issued under the seal of the Company, which shall only be affixed **or imprinted to a share certificate** with the authority of the Board.
4.13	Every share certificate shall specify the number and class of shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as the Board may from time to time prescribe.	4.13	**Where share certificates are issued, they** ~~Every share certificate~~ shall specify the number and class of shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as the Board may from time to time prescribe.
4.15	If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding such amount as may from time to time be permitted under the Listing Rules (or such lesser sum as the Board may from time to time require) and on such terms and conditions, if any, as to publication of notices, evidence and indemnity, as the Board thinks fit and where it is defaced or worn out, after delivery up of the old certificate to the Company for cancellation.	4.15	If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding such amount as may from time to time be permitted under the Listing Rules **or the ASR Code (as the case may be)** (or such lesser sum as the Board may from time to time require) and on such terms and conditions, if any, as to publication of notices, evidence and indemnity, as the Board thinks fit and where it is defaced or worn out, after delivery up of the old certificate to the Company for cancellation.
5.4	The net proceeds of such sale by the Company 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 and upon surrender, if required by the Company, for cancellation of the certificate for the shares sold) be paid to the holder immediately before such sale of the shares. For giving effect to any such sale, the Board may authorise any 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 to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.	5.4	The net proceeds of such sale by the Company 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 and upon surrender, if required by the Company, for cancellation of the certificate **(if one has been issued)** for the shares sold) be paid to the holder **(or person entitled to such shares, as the case may be)** immediately before such sale of the shares. For giving effect to any such sale, the Board may authorise any 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 to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
6.8	The Board may from time to time at its discretion extend the time fixed for any call, and may extend such time as to all or any of the members, whom by reason of residence outside Hong Kong or other cause the Board considers it reasonable to grant an extension to, but no member shall be entitled to any such extension as a matter of grace and favour.	6.8	The Board may from time to time at its discretion extend the time fixed for any call, and may extend such time as to all or any of the members, whom by reason of residence outside Hong Kong or other cause the Board considers it reasonable to grant an extension to, but no member shall be entitled to any such extension **except** as a matter of grace and favour.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
6.11	At the 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 accrued; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, and the proof of the matters aforesaid shall be conclusive evidence of the debt.	6.11	At the 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 **of holders** as the holder, or one of the holders, of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, and the proof of the matters aforesaid shall be conclusive evidence of the debt.
7.1	Transfers of shares may be effected by an instrument of transfer in the usual common form or in such other form as the Board may approve, which is consistent with the standard form of transfer as prescribed by the Exchange and approved by the Board. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.	7.1	**For certificated shares, t**~~T~~ransfers of shares may be effected by an instrument of transfer in the usual common form or in such other form as the Board may approve, which is consistent with the standard form of transfer as prescribed by the Exchange and approved by the Board. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company. **Subject to the Companies Act and all applicable laws and regulations, including the Listing Rules, the Securities and Futures Ordinance and the USM Rules, where any shares are participating securities, transfers of shares shall be effected only in uncertificated form through the UNSRT System, the Central Clearing and Settlement System, or any other system approved by the Exchange or the SFC.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
7.2	The instrument of transfer shall be executed by or on behalf of the transferor and by or on behalf of the transferee PROVIDED that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. The instrument of transfer of any share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor and transferee PROVIDED that in the case of execution by facsimile signature by or on behalf of a transferor or transferee, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor or transferee and the Board shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures. The transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof.	7.2	**Subject to the Companies Act and all applicable laws and regulations, including the Listing Rules, the Securities and Futures Ordinance and the USM Rules, where any shares are participating securities, transfers of shares shall be effected only in uncertificated form through the UNSRT System, the Central Clearing and Settlement System, or any other system approved by the Exchange or the SFC, without the need for a written instrument of transfer. For certificated shares, the** ~~The~~ instrument of transfer shall be executed by or on behalf of the transferor and by or on behalf of the transferee PROVIDED that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. **Without prejudice to the last preceding Article, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers.** ~~The instrument of transfer of any share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor and transferee PROVIDED that in the case of execution by facsimile signature by or on behalf of a transferor or transferee, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor or transferee and the Board shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures.~~ The transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof. **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.**
7.5	If the Board shall refuse 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.	7.5	If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company (**whether by instrument of transfer or through the UNSRT System, the Central Clearing and Settlement System, or any other system approved by the Exchange or the SFC**), send to each of the transferor and the transferee notice of such refusal.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
7.6	The Board may also decline to register any transfer of any shares unless: (a) the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; (b) the instrument of transfer is in respect of only one class of shares; (c) the instrument of transfer is properly stamped (in circumstances where stamping is required); (d) in the case of a transfer to joint holders, the number of joint holders to which the share is to be transferred does not exceed four; (e) the shares concerned are free of any lien in favour of the Company; and (f) a fee of such amount not exceeding the maximum amount as the Exchange may from time to time determine to be payable (or such lesser sum as the Board may from time to time require) is paid to the Company in respect thereof.	7.6	The Board may also decline to register any transfer of any shares unless: (a) **where the transfer is effected by an instrument of transfer,** the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; (b) **where the transfer is effected by an instrument of transfer,** the instrument of transfer is in respect of only one class of shares; (c) **where the transfer is effected by an instrument of transfer,** the instrument of transfer is properly stamped (in circumstances where stamping is required); (d) in the case of a transfer to joint holders, the number of joint holders to which the share is to be transferred does not exceed four; (e) the shares concerned are free of any lien in favour of the Company; and (f) a fee of such amount not exceeding the maximum amount as the Ex-change may from time to time determine to be payable (or such lesser sum as the Board may from time to time require) is paid to the Company in respect thereof.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
7.8	Upon every transfer of shares, the certificate held by the transferor shall be given up to be cancelled and shall forthwith be cancelled accordingly and a new certificate shall be issued, on payment by the transferee of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require, to the transferee in respect of the shares transferred to him and, 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, on payment by the transferor of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require. The Company shall also retain the instrument(s) of transfer.	7.8	**For shares that are not participating securities, u**~~U~~pon every transfer of shares, the certificate **(if one has been issued)** held by the transferor shall be given up to be cancelled and shall forthwith be cancelled accordingly and a new certificate shall **upon request by the transferee and subject to the Board resolving to issue share certificates pursuant to Article 4.9,** be issued, on payment by the transferee of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as ~~the Board~~ may from time to time **be prescribed by the ASR Code or the Exchange (as the case may be) (if any)**~~require~~, to the transferee in respect of the shares transferred to him and, if any of the shares included in the certificate so given up shall~~-~~**, subject to the Board resolving to issue share certificates pursuant to Article 4.9,** be retained by the transferor, a new certificate in respect thereof shall be issued to him, on payment by the transferor of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as ~~the Board~~ may from time to time **be prescribed by the ASR Code or the Exchange (as the case may be) (if any)**~~require~~. The Company shall also retain the instrument(s) of transfer.
7.9	The registration of transfers may, on 10 business days' notice (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the 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 suspended and the register closed at such times for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended or the register closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice before the announced closure, or the new closure, whichever is earlier. If, however, there are exceptional circumstances (e.g. during a Number 8 or higher typhoon signal and black rainstorm warning) that render the giving of such publication of advertisement impossible, the Company shall comply with these requirements as soon as practicable.	7.9	The registration of transfers may, ~~on 10 business days' notice (or on 6 business days' notice in the case of a rights issue) being given by advertisement published on the 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 suspended **when the register is closed in accordance with Article 4.8**~~and the register closed at such times for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended or the register closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year)~~. In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice before the announced closure, or the new closure, whichever is earlier. If, however, there are exceptional circumstances (e.g. during a Number 8 or higher typhoon signal and black rainstorm warning) that render the giving of such publication of advertisement impossible, the Company shall comply with these requirements as soon as practicable.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
12.1	The Company shall hold a general meeting as its annual general meeting in each financial year, to be held within 6 months (or such other period as may be permitted by the Listing Rules, the applicable law or the Exchange) after the end of the Company's financial year. The annual general meeting shall be specified as such in the notices calling it and shall be held at such time and place as the Board shall appoint.	12.1	The Company shall hold a general meeting as its annual general meeting in each financial year, to be held within 6 months (or such other period as may be permitted by the Listing Rules, the applicable law or the Exchange) after the end of the Company's financial year. The annual general meeting shall be specified as such in the notices calling it and shall be held 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 Board and at one or more locations as provided in Article 13.1(a) or by way of a hybrid meeting or by way of an electronic meeting as may be determined by the Board in its absolute discretion. Without prejudice to the provisions in Articles 13.1(a) to 13.1(g) and Article 13.4, a physical meeting of the members or any class thereof may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence at such meetings.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
12.3	The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of any two or more members deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and the resolutions to be added to the meeting agenda, and signed by the requisitionists, provided that such requisitionists held as at the date of deposit of the requisition not less than one-tenth of the voting rights, on a one vote per share basis, of the Company which carries the right of voting at general meetings of the Company. General meetings may also be convened on the written requisition of any one member which is a recognised clearing house (or its nominee(s)) deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and signed by the requisitionist, provided that such requisitionist held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company which carries the right of voting at general meetings of the Company. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting to be held within a further 21 days, the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene the general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.	12.3	The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of any two or more members deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and the resolutions to be added to the meeting agenda, and signed by the requisitionists, provided that such requisitionists held as at the date of deposit of the requisition not less than one-tenth of the voting rights, on a one vote per share basis, of the Company which carries the right of voting at general meetings of the Company. General meetings may also be convened on the written requisition of any one member which is a recognised clearing house (or its nominee(s)) deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office specifying the objects of the meeting and signed by the requisitionist, provided that such requisitionist held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company which carries the right of voting at general meetings of the Company. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting to be held within a further 21 days, the requisitionist(s) themselves or any of them representing more than one-half of the total voting rights of all of them, may convene **a physical meeting at only one location which will be the Principal Meeting Place** ~~the general meeting~~ in the same manner, as nearly as possible, as that in which meetings may be convened by the Board provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to them by the Company.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
12.5	An annual general meeting shall be called by not less than 21 days' notice in writing and any extraordinary general meeting shall be called by not less than 14 days' notice in writing. Subject to the requirement under the Listing Rules, 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, particulars of the resolutions and the general nature of the business to be considered at the meeting. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. The notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 12.10) at which Communication Facilities will be utilised (including any Virtual Meeting) must disclose the Communication Facilities that will be utilised, including the procedures to be followed by any member or other participants of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such meeting. 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.	12.5	An annual general meeting shall be called by not less than 21 days' notice in writing and any extraordinary general meeting shall be called by not less than 14 days' notice in writing. Subject to the requirement under the Listing Rules, 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, **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 13.1(a), the principal place of the meeting (the "Principal Meeting Place"),** ~~place,~~ and agenda of the meeting, particulars of the resolutions and the general nature of the business to be considered at the meeting. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. The notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 12.10) at which Communication Facilities will be utilised (including any Virtual Meeting) must disclose the Communication Facilities that will be utilised, including the procedures to be followed by any member or other participants of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such meeting. 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.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
13.1	For all purposes the quorum for a general meeting shall be two members Present provided always that if the Company has only one member of record the quorum shall be that one member Present. No business (except the appointment of a Chairman) shall be transacted at any general meeting unless the requisite quorum shall be Present at the commencement of the business.	13.1	For all purposes the quorum for a general meeting shall be two members Present (**including attendance by electronic means**) provided always that if the Company has only one member of record the quorum shall be that one member Present. No business (except the appointment of a Chairman) shall be transacted at any general meeting unless the requisite quorum shall be Present at the commencement of the business. (a) **The Directors may make electronic facilities available for a specific general meeting or all general meetings of the Company so that members and other participants may attend and participate at such general meetings by means of such electronic facilities. Without limiting the generality of the foregoing, (i) the Directors may determine that any general meeting may be held as an electronic meeting or a hybrid meeting and (ii) a physical meeting may also be held by means of such electronic facilities that permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such way in such a meeting shall constitute presence at such meeting. The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by specific means in addition to or in lieu of (as the case may be) physical attendance at the Principal Meeting Place, whether by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board at its absolute discretion. Any member's participation (whether in person, or by proxy, or in case of member not being a natural person, by its duly authorised representative) in such way in such a meeting shall constitute presence at such a meeting and shall be counted in the quorum of the meeting and entitled to vote at the meeting, and such a meeting shall be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members, their proxies or duly authorised representatives are able to participate in the business for which the meeting has been convened.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(b) All general meetings are subject to the following and, where appropriate, all references to a "member" or "members" in this Article 13.1(b) shall include a duly authorised representative or duly authorised representatives or a proxy or proxies respectively: (i) where a member 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; (ii) members present in person or (in the case of a member being a corporation) by its duly authorised representative or by proxy at a Meeting Location and/or members attending and participating in an electronic meeting or 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 members at all Meeting Locations and members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened; (iii) where members or proxies attend a meeting by being present at one of the Meeting Locations and/or where members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(iv) 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; and in the case of an electronic meeting, the time for lodging instrument appointing a proxy shall be as stated in the notice for the meeting. (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 and/or any Meeting Location(s) and/or attendance and/or participation and/or voting at an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a member who, pursuant to such arrangements, is entitled but un-able to attend, in person or (in the case of a member 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 Lo-cations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting. Any member or proxy attending and participating in such way (whether by attending and participating in a physical meeting, or an electronic meeting or a hybrid meeting by means of electronic facilities) is deemed to be present at and shall be counted in the quorum of the meeting.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(d) if it appears to the Chairman of the general meeting that: (i) 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 13.1(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 (ii) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; 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 and these Articles; or (iii) 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 (iv) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting; or (v) it is not possible to secure the proper and orderly conduct of the meeting, then, without prejudice to any other power which the Chairman of the meeting may have under these Articles or at common law, the Chairman may, at his/her absolute discretion without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(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). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this 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. (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 (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rain-storm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(i) when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company's website and/or the Exchange's website in accordance with the Listing Rules and applicable laws and regulations as soon as practicable (provided that failure to post such a no-tice shall not affect the automatic postponement of a meeting); (ii) when only the form of the meeting or electronic facilities specified in the notice are changed, the Board shall notify the members of details of such change in such manner the Board may determine; (iii) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 13.4, unless already specified in the original notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and (iv) notice of the business to be transacted at the postponed and/or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed and/or changed meeting is the same as that set out in the original notice of general meeting circulated to the members. (g) All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 13.1(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.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
13.2	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 members Present shall be a quorum and may transact the business for which the meeting was called.	13.2	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 **(where applicable) such** place **and in such form and manner referred to in Article 12.1 as the Chairman of the meeting (or in default, the Board) may absolutely determine**~~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 members Present shall be a quorum and may transact the business for which the meeting was called.
13.5	The Chairman 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 member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.	13.5	The Chairman 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 **(whether physical or electronic) and/or from one form to another (a physical meeting, a hybrid meeting or an Virtual Meeting)** as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least seven clear days' notice, specifying the **details as provided in Article 12.5** ~~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 member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
13.6	At any general meeting a resolution put to the vote of the meeting shall be decided on a poll save that the Chairman may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands.	13.6	At any general meeting a resolution put to the vote of the meeting shall be decided on a poll save that the Chairman may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands. **For purposes of this Article, procedural and administrative matters are those that (i) are not on the agenda of the general meeting nor in any supplementary circular that may be issued by the Company to the members; and (ii) relate to the Chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all members a reasonable opportunity to express their views, or such other matters as may be set out in the Listing Rules from time to time. 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.**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
13.7	A poll shall (subject as provided in Article 13.8) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman 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 taken.	13.7	A poll shall (subject as provided in Article 13.8) be taken in such manner (including the use of ballot or voting papers or tickets **or by electronic voting or otherwise**) and at such time and place (**whether physical or virtual**), not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman directs. **On a poll, votes may be given either personally or by proxy.** 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 taken.
14.1	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 where a show of hands is allowed, (a) every member Present shall have the right to speak, (b) on a show of hands, every member Present shall have one vote, and (c) on a poll every member Present shall have one vote for each share registered in his name in the register. On a poll a member entitled to more than one vote is under no obligation to cast all his votes in the same way. For the avoidance of doubt, where more than one proxy is appointed by a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands and is under no obligation to cast all his votes in the same way on a poll.	14.1	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 where a show of hands is allowed, (a) every member Present shall have the right to speak, (b) on a show of hands, every member Present shall have one vote, and (c) on a poll every member Present shall have one vote for each share registered in his name in the register. On a poll a member entitled to more than one vote is under no obligation to cast all his votes in the same way. For the avoidance of doubt, where more than one proxy is appointed by a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands and is under no obligation to cast all his votes in the same way on a poll. **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.**
14.4	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 were solely entitled thereto; but if more than one of such joint holders be Present at any meeting, that one of the said persons so Present being the most or, as the case may be, the more senior 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 in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.	14.4	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 were solely entitled thereto; but if more than one of such joint holders be Present at any meeting, that one of the said persons so Present being the most or, as the case may be, the more senior 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 **of holders** in respect of the relevant joint holding. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
14.5	A member in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote by any person authorised in such circumstances to do so, and such person may vote by proxy.	14.5	A member in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote **whether on a show of hands or on a poll** by any person authorised in such circumstances to do so, and such person may vote by proxy.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
14.9	The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised in writing, or if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign the same.	14.9	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: (i) if 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, 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** ~~under the hand of the appointor or of his attorney authorised in writing, or if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign the same~~.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
14.10	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 delivered at the registered office of the Company (or at such other place as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any document sent therewith) not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting or postponed 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 discretion direct that an instrument of proxy shall be deemed to have been duly deposited 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 or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.	14.10	**(a)** 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 delivered at the registered office of the Company (or at such other place **or in such other manner (including by electronic means)** as may be specified **by way of a notice to or in any document accompanying** in the notice convening the meeting or in any notice of any adjournment or **postponements**, in either case, in any document sent therewith) **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 appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote, or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting or postponed 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 discretion direct that an instrument of proxy shall be deemed to have been duly deposited 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. **The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles.** 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 or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	Articles of Association	Article No.	Articles of Association
			(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.
14.13	A vote given in accordance with the terms of an instrument of proxy or resolution of a member shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy or resolution of a member was executed or revocation of the relevant resolution or the transfer of the share in respect of which the proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its registered office, or at such other place as is referred to in Article 14.10, at least two hours before the commencement of the meeting or adjourned meeting or postponed meeting at which the proxy is used.	14.13	A vote given in accordance with the terms of an instrument of proxy or resolution of a member shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy or resolution of a member was executed or revocation of the relevant resolution or the transfer of the share in respect of which the proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its registered office, or at such other place (**including, where applicable, any such electronic address**) **or in such other manner** (**including by electronic means**) as is referred to in Article 14.10, at least two hours before the commencement of the meeting or adjourned meeting or postponed meeting at which the proxy is used.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
20.2	A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board. Failing any determination by the Board, not less than 48 hours' notice thereof shall be given to each Director either in writing or by telephone or electronic address by facsimile, telex or telegram or electronic means at the address or telephone, electronic mail, facsimile or telex number 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.	20.2	A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board. Failing any determination by the Board, not less than 48 hours' notice thereof shall be given to each Director either in writing or by telephone or electronic address by facsimile, telex or telegram or electronic means at the address or telephone, electronic mail, facsimile or telex number 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.
20.13	Unless required otherwise by the Listing Rules, a resolution in writing signed by each and every one of the Directors (or their respective alternates pursuant to Article 16.9) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and 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 which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules from time to time), 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.	20.13	Unless required otherwise by the Listing Rules, a resolution in writing signed by each and every one of the Directors (or their respective alternates pursuant to Article 16.9) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and 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.** Notwithstanding the foregoing, a resolution which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules from time to time), 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.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
23.1	The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which such 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.	23.1	The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which such 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 **(so long as such shares and securities are not participating securities)** 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.
24.2	Wherever such a resolution as referred to in Article 24.1 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 they think fit in cases where shares, debentures or other securities become distributable in fractions; ...	24.2	Wherever such a resolution as referred to in Article 24.1 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 **(if such shares, debentures or other securities are not participating securities)** 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 they think fit in cases where shares, debentures or other securities become distributable in fractions; ...

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
25.7	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 wholly or in part in the form of an allotment of shares credited as fully paid up, 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 two weeks' 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; ...	25.7	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 wholly or in part in the form of an allotment of shares credited as fully paid up, 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 two weeks' 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 (**where applicable**) the place at which and**/or the manner and means (including electronic means if the Board deems fit) by which and** the latest date and time by which duly completed forms of election must be lodged in order to be effective; ...

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
25.23	Unless otherwise directed by the Board, any dividend, interest or other sum payable in cash to a holder of shares may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in case of joint holders, to the registered address of the person 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 or warrant so sent shall be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of such shares and shall be sent at his or their risk, and the payment of 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 bonus represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged.	25.23	Unless otherwise directed by the Board, any dividend, interest or other sum payable in cash to a holder of shares may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in case of joint holders, to the registered address of the person whose name stands first in the register **of holders** 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 or warrant so sent shall be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register **of holders** in respect of such shares and shall be sent at his or their risk, and the payment of 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 bonus represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. **For the avoidance of doubt, 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.**
25.24	The Company may cease sending such cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise its power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.	25.24	The Company may cease sending such cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed (**in the case of electronic funds transfers, unsuccessful or rejected**) on two consecutive occasions. However, the Company may exercise its power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered (**in the case of electronic funds transfers, unsuccessful or rejected**).
26.1	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; ...	26.1	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 (**in the case of electronic funds transfers, unsuccessful or rejected**) for a period of 12 years; ...

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
26.2	To give effect to any sale contemplated by Article 26.1 the Company 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 it 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.	26.2	To give effect to any sale contemplated by Article 26.1 the Company may appoint any person to execute as transferor an instrument of transfer of the said shares **(if the said shares are not participating securities)** and such other documents as are necessary to effect the transfer, and such documents shall be as effective as if it 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.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
27	**Document Destruction** 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 ("**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: ... Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of any documents referred to in this Article or any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that 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 might be relevant to a claim.	27	**Document Destruction** 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 ("**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 **(including any electronic address (if applicable))** 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 **of holders** 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: ... Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, **rules and regulations,** authorise the destruction of any documents referred to in this Article or any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the **approved securities registrar**~~share registrar~~ on its behalf provided always that 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 might be relevant to a claim.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
29.3	The Board shall from time to time determine whether, to what extent, at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to inspection by the members (other than officers of the Company) and no member shall have any right of inspecting any accounts or books or documents of the Company except as conferred by the Companies Act or any other relevant law or regulation or as authorised by the Board or by the Company in general meeting.	29.3	The Board shall from time to time determine whether, to what extent, at what times and places **(including a virtual place if the Board deems fit) and/or in what manner and by what means (including electronic means if the Board deems fit)** and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to inspection by the members (other than officers of the Company) and no member shall have any right of inspecting any accounts or books or documents of the Company except as conferred by the Companies Act or any other relevant law or regulation or as authorised by the Board or by the Company in general meeting.
29.6	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 rules of the Exchange, the requirements of Article 29.5 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 and all applicable laws and regulations, 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 so requires, by notice in writing served on the Company, demand that the Company sends to him, in addition to the summary financial statement, a complete printed copy of the Company's annual accounts, together with the Directors' report and the Auditor's report thereon.	29.6	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 other** rules of the Exchange, the requirements of Article 29.5 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 and all applicable laws**, rules** and regulations, 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 so requires, by notice in writing served on the Company, demand that the Company sends to him, in addition to the summary financial statement, a complete printed copy of the Company's annual accounts, together with the Directors' report and the Auditor's report thereon.
		29.7	**(Newly added)** **The requirement to send to a person referred to in Article 29.5 the documents referred to in that Article or a summary financial report in accordance with Article 29.6 shall be deemed satisfied where, in accordance with all applicable laws, rules and regulations, including, without limitation, the Listing Rules and other rules of the Exchange, the Company publishes copies of the documents referred to in Article 29.5 and, if applicable, a summary financial report complying with Article 29.6, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication).**

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
31.1	Except as otherwise provided in these Articles, any notice or document, including any Corporate Communication, may be served by the Company and any notices may be served by the Board on any member in any of the following manner to the extent permitted by, and in compliance with the requirements of, the Listing Rules: (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 registered address as appearing in the register (which shall be sent by airmail where the notice or document is posted from one country to another); (c) by electronic means by transmitting it to any electronic number or address or website supplied by the member to the Company (d) by placing it on the Company's Website and the Exchange's website; or (e) (in the case of notice) by advertisement published in the manner prescribed under the Listing Rules. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.	31.1	Except as otherwise provided in these Articles, **to the extent permissible under the Listing Rules and all applicable laws, rules and regulations,** any notice or document, including any Corporate Communication, **whether or not to be given or issued under these Articles, shall be in writing (including any form of electronic communication) and** may be served by the Company and any notices may be served by the Board on any member **or any other person entitled to such notice or document** in any of the following manner to the extent permitted by, and in compliance with the requirements of, the Listing Rules: (a) personally by leaving it at the registered address of such member as appearing in the register **of holders**; (b) by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register **of holders** (which shall be sent by airmail where the notice or document is posted from one country to another); (c) by electronic means **without the need for any additional consent, or notification,** by transmitting it to any electronic number or address or website supplied by the member to the Company; (d) by placing it on the Company's Website and the Exchange's website; or (e) (in the case of notice) by advertisement published in the manner prescribed under the Listing Rules**, or by sending or otherwise making it available to the member or such other entitled person in such other manner or through such other means to the extent permitted by and in accordance with the Companies Act, the Listing Rules and all applicable laws, rules and regulations**. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register **of holders** and notice so given shall be sufficient notice to all the joint holders.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
31.2	Notice of every general meeting shall be given in any manner hereinbefore authorised to: (a) every person shown as a member in the register of members 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 of members; ...	31.2	Notice of every general meeting shall be given in any manner hereinbefore authorised to: (a) every person shown as a member in the register of **holders**~~members~~ 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 of **holders**~~members~~; ...
31.4	... (c) 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, and it shall not be necessary for the receipt of the electronic transmission to be acknowledged by the recipient; (d) served by being placed on the Company's Website and the Exchange's website shall be deemed to be served at the time the notice or document first appears on the Company's Website and the Exchange's website, or at such later time as may be prescribed by the Listing Rules; and ...	31.4	... (c) 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 **from the server of the Company or its agent sending such notice or document on the Company's behalf** or at such later time as may be prescribed by the Listing Rules or any applicable laws**, rules** or regulations, and it shall not be necessary for the receipt of the electronic transmission to be acknowledged by the recipient **and provided that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice or document being served**; (d) served by being placed on the Company's Website and**/or** the Exchange's website shall be deemed to be served at the time the notice or document first appears on the Company's Website and**/or** the Exchange's website, or at such later time as may be prescribed by the Listing Rules; and ...
31.5	A notice may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him or them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Hong Kong 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 in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.	31.5	A notice may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it **via electronic means or** through the post in a prepaid letter addressed to him or them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the **electronic or such postal** address, if any, within Hong Kong **or** ~~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 in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

Memorandum and Articles of Association currently in force		Proposed to be amended as	
Article No.	**Articles of Association**	**Article No.**	**Articles of Association**
31.6	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 name and address being entered on the register shall have been duly given to the person from whom he derives his title to such share.	31.6	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 name and address being entered on the register **of holders** shall have been duly given to the person from whom he derives his title to such share.
		31.9	**(Newly added)** **The Board may from time to time specify the form and manner in which a notice, instruction, information or document may be given to the Company by electronic means, including designating one or more addresses or an electronic platform for the receipt of an electronic communication, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such electronic communication. Any notice, instruction, information or document may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Board, failing which it shall be deemed not to have been received by the Company.**
32.2	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.	32.2	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 **holders** ~~members~~ and transfer books of the Company.
		39	**(Newly added)** **Uncertificated Securities and Electronic Process** **The Company shall comply with all applicable laws and regulations, including the Listing Rules, the Securities and Futures Ordinance, the USM Rules and the ASR Code, to facilitate the holding, transfer, and registration of its shares or other participating securities in uncertificated form through electronic means, including via the UNSRT System or other systems approved by the SFC and the Exchange. The Company is authorised to take all reasonably practicable steps to support electronic communication with securities holders, including but not limited to electronic voting, proxy instructions, and distribution of corporate action proceeds, and to maintain compatibility with the uncertificated securities market regime. Any provisions in these Articles relating to the issuance, holding, or transfer of securities (including shares) or concerning share certificates shall be interpreted to permit compliance with such electronic processes and systems, to the extent permitted by the laws of the Cayman Islands.**

Tongdao Liepin Group
同道獵聘集團

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6100)

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the Annual General Meeting (the "**Meeting**") of Tongdao Liepin Group (the "**Company**") will be held at 1F, Building 9, Wangjing Chengying Center, No.5 Laiguangying West Road, Chaoyang District, Beijing, China on Wednesday, 3 June 2026 at 3:00 p.m. for the following purposes:

ORDINARY RESOLUTIONS

1. To receive the audited consolidated financial statements and the reports of the directors and auditors of the Company for the year ended 31 December 2025.

2. To declare a final dividend of HK$0.20 per share of the Company for the year ended 31 December 2025.

3. To consider and approve, each as a separate resolution, if thought fit, the following resolutions:

   (a) to re-elect Mr. Tian Ge as an executive director of the Company;

   (b) to re-elect Ms. Fan Xinpeng as an independent non-executive director of the Company; and

   (c) to authorize the board of directors of the Company to fix the respective directors' remuneration.

4. To re-appoint Messrs. KPMG as the auditors of the Company and to authorize the board of directors of the Company to fix their remuneration.

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

"**THAT**:

(a) subject to compliance with the prevailing requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and paragraph (b) below, a general mandate be and is hereby generally and unconditionally given to the directors of the Company to exercise during the Relevant Period (as defined below) all the powers of the Company to buy-back its shares in accordance with all applicable laws, rules and regulations;

(b) the total number of shares of the Company to be bought back pursuant to the mandate in paragraph (a) above shall not exceed 10% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of this resolution (subject to adjustment in the case of any consolidation or subdivision of shares of the Company after the date of passing of this resolution) and the said approval shall be limited accordingly; and

(c) for the purposes of this resolution:

"**Relevant Period**" means the period from the passing of this resolution until whichever is the earliest of:

(i) the conclusion of the next annual general meeting of the Company;

(ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or any applicable laws to be held; and

(iii) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting prior to the next annual general meeting of the Company."

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

"**THAT**:

(a) subject to compliance with the prevailing requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and paragraph (b) below, a general mandate be and is hereby generally and unconditionally given to the directors of the Company to allot, issue and deal with additional shares in the capital of the Company (including any sale or transfer of treasury shares (which shall have the meaning ascribed to it under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) out of treasury) and to make or grant offers, agreements, options and similar rights to subscribe for or convert any security into shares in the Company (including bonds, notes, warrants, debentures and securities convertible into shares in the Company) which might require the exercise of such powers during or after the end of the Relevant Period (as defined below) in accordance with all applicable laws, rules and regulations as amended from time to time;

(b) the aggregate number of shares allotted or agreed conditionally or unconditionally to be allotted (including any sale or transfer of treasury shares out of treasury) by the directors of the Company pursuant to the mandate in paragraph (a) above, otherwise than pursuant to:

(i) a Rights Issue (as defined below);

(ii) the grant of options and the exercise of options under a share option scheme or similar arrangement for the time being adopted by the Company;

(iii) any scrip dividend scheme or similar arrangement providing for the allotment of shares in lieu of the whole or part of a dividend on shares of the Company in accordance with the articles of association of the Company; and

(iv) any adjustment, after the date of grant or issue of any options, rights to subscribe for or convert any security into shares or other securities referred to above, in the price at which shares in the Company shall be subscribed, and/or in the number of shares in the Company which shall be subscribed, on exercise of relevant rights under such options, warrants or other securities, such adjustment being made in accordance with, or as contemplated by, the terms of such options, rights to subscribe or other securities,

shall not exceed 20% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of this resolution (subject to adjustment in the case of any consolidation or subdivision of shares of the Company after the date of passing of this resolution) and the said approval shall be limited accordingly; and

(c) for the purposes of this resolution:

"**Relevant Period**" means the period from the passing of this resolution until whichever is the earliest of:

(i) the conclusion of the next annual general meeting of the Company;

(ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or any applicable laws to be held; and

(iii) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting prior to the next annual general meeting.

"**Rights Issue**" means an offer of shares open for a period fixed by the directors of the Company to holders of shares of the Company or any class thereof on the register on a fixed record date in proportion to their then holdings of such shares or class thereof (subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of any relevant jurisdiction or the requirements of any recognized regulatory body or any stock exchange)."

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

"**THAT** conditional upon the passing of the resolutions set out in items 5 and 6 of the notice convening this meeting (the "**Notice**"), the general mandate referred to in the resolution set out in item 6 of the Notice be and is hereby extended by the addition to the aggregate number of shares which may be allotted and issued or agreed conditionally or unconditionally to be allotted and issued (including any sale or transfer of treasury shares (which shall have the meaning ascribed to it under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong limited) out of treasury) by the directors of the Company pursuant to such general mandate of the number of shares bought back by the Company pursuant to the mandate referred to in resolution set out in item 5 of the Notice, provided that such number of shares shall not exceed 10% of the total number of issued shares of the Company (excluding any treasury shares) as at the date of passing of this resolution (subject to adjustment in the case of any consolidation or subdivision of shares of the Company after the date of passing of this resolution)."

SPECIAL RESOLUTION

8. To consider and, if thought fit, pass with or without amendments, the following resolution as a special resolution:

"**THAT**:

(a) the proposed amendments to the fifth amended and restated memorandum and articles of association of the Company currently in effect (the "**Proposed Amendments**"), the details of which are set out in Appendix III to the circular of the Company dated 28 April 2026, be and are hereby approved;

(b) the sixth amended and restated memorandum and articles of association of the Company incorporating and consolidating all the Proposed Amendments (the "**Sixth Amended and Restated M&A**"), a copy of which has been produced to this meeting and initialed by the chairman of the meeting for the purpose of identification, be and are hereby approved and adopted as the memorandum and articles of association of the Company in substitution for, and to the exclusion of, the existing fifth amended and restated memorandum and articles of association of the Company with immediate effect; and

(c) any one Director or company secretary of the Company be and is hereby authorised to do all such acts and things and execute all such documents, deeds and make all such arrangements that he/she shall, in his/her absolute discretion, deem necessary or expedient to give effect to the Proposed Amendments and the adoption of the Sixth Amended and Restated M&A, including without limitation, attending to the necessary registration and filings for and on behalf of the Company with the Registrar of Companies in the Cayman Islands and Hong Kong."

By Order of the Board
Tongdao Liepin Group
Dai Kebin
Chairman

PRC, 28 April 2026

Notes:

1. All resolutions at the meeting will be taken by poll (except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"). The results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited (**https://www.hkexnews.hk**) and the Company (**https://ir.liepin.com**) in accordance with the Listing Rules.

2. Any shareholder of the Company entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and, on a poll, vote instead of him/her/it. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy. Every shareholder present in person or by proxy shall be entitled to one vote for each share held by him/her/it.

3. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, must be deposited at the Company's Hong Kong Share Registrar and Transfer Office, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the meeting (i.e. not later than 3:00 p.m. on Monday, 1 June 2026) or the adjourned meeting (as the case may be). Completion and return of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

4. For determining the entitlement to attend and vote at the meeting, the Register of Members of the Company will be closed from Friday, 29 May 2026 to Wednesday, 3 June 2026, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the Annual General Meeting, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong Share Registrar and Transfer Office, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration as soon as possible but in any event not later than 4:30 p.m. on Thursday, 28 May 2026.

5. For determining the entitlement to the proposed final dividend (subject to approval by the shareholders of the Company at the Annual General Meeting), the Register of Members of the Company will be closed from Tuesday, 9 June 2026 to Wednesday, 10 June 2026, both dates inclusive, during which period no transfer of shares will be registered. The record date for determining the entitlement to the proposed final dividend is Wednesday, 10 June 2026. In order to qualify for the proposed final dividend, unregistered holders of shares of the Company shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong Share Registrar and Transfer Office, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration as soon as possible in any event not later than 4:30 p.m. on Monday, 8 June 2026.

6. A circular containing further details concerning items 3, 5, 6 and 7 set out in the above notice will be sent to all shareholders of the Company together with the 2025 Annual Report.

7. Holders of treasury shares, if any, have no voting rights at the general meeting(s) of the Company.

8. References to time and dates in this notice are to Hong Kong time and dates.

As at the date of this notice, the executive directors of the Company are Mr. DAI Kebin and Mr. TIAN Ge; and the independent non-executive directors of the Company are Mr. YE Yaming, Mr. ZHANG Ximeng and Ms. FAN Xinpeng.