

**The Companies Act (As Revised)**  
**Exempted Company Limited by Shares**

**AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**OF**

**Eternal Beauty Holdings Limited**  
**穎通控股有限公司**

(Conditionally adopted pursuant to a special resolution passed on June 6, 2025 with effect from the date of listing of shares of the Company on the Main Board of The Stock Exchange of Hong Kong Limited on June 26, 2025)

## INDEX

SUBJECT	Article No.
Table A	1
Interpretation	2
Share Capital	3
Alteration of Capital	4-7
Share Rights	8-9
Variation of Rights	10-11
Shares	12-15
Share Certificates	16-21
Lien	22-24
Calls on Shares	25-33
Forfeiture of Shares	34-42
Register of Members	43-44
Record Dates	45
Transfer of Shares	46-51
Transmission of Shares	52-54
Untraceable Members	55
General Meetings	56-58
Notice of General Meetings	59-60
Proceedings at General Meetings	61-65
Voting	66-74
Proxies	75-80
Corporations Acting by Representatives	81
Written Resolutions of Members	82
Board of Directors	83
Retirement of Directors	84-85
Disqualification of Directors	86
Executive Directors	87-88
Alternate Directors	89-92
Directors' Fees and Expenses	93-96
Directors' Interests	97-100
General Powers of the Directors	101-106
Borrowing Powers	107-110
Proceedings of the Directors	111-120
Managers	121-123
officers	124-127
Register of Directors and officers	128
Minutes	129
Seal	130

Authentication of Documents	131
Destruction of Documents	132
Dividends and Other Payments	133-142
Reserves	143
Capitalisation	144-145
Subscription Rights Reserve	146
Accounting Records	147-151
Audit	152-157
Notices	158-160
Signatures	161
Winding Up	162-163
Indemnity	164
Financial Year	165
Amendment to Memorandum and Articles of Association and Name of Company	166
Information	167
Electronic Instructions by Members	168

**THE COMPANIES ACT (AS REVISED)**  
**EXEMPTED COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED**  
**MEMORANDUM OF ASSOCIATION**

**OF**

**Eternal Beauty Holdings Limited**  
**穎通控股有限公司**

(Adopted by a special resolution dated June 6, 2025  
with effect from June 6, 2025)

1. The name of the Company is Eternal Beauty Holdings Limited and its dual foreign name is 穎通控股有限公司.
2. The Registered Office of the Company shall be at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:
  - (a) to act and to perform all the functions of a holding company in all its branches and to coordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a member or which are in any manner controlled directly or indirectly by the Company;
  - (b) to act as an investment company and for that purpose to subscribe, acquire, hold, dispose, sell, deal in or trade upon any terms, whether conditionally or absolutely, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to meet calls thereon.
4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Act (As Revised).

5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
6. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
8. The share capital of the Company is HK\$7,000,000 divided into 7,000,000,000 shares of a nominal or par value of HK\$0.001 each, with the power for the Company, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Act (As Revised) and the Articles of Association of the Company and to issue any part of its capital, whether original, redeemed or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.
9. The Company may exercise the power contained in the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.

**THE COMPANIES ACT (AS REVISED)**  
**EXEMPTED COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**OF**

**Eternal Beauty Holdings Limited**  
**穎通控股有限公司**

(Conditionally adopted pursuant to a special resolution passed on June 6, 2025 with effect from the date of listing of shares of the Company on the Main Board of The Stock Exchange of Hong Kong Limited on June 26, 2025)

**TABLE A**

1. The regulations in Table A in the Schedule to the Companies Act (as defined in Article 2) do not apply to the Company.

**INTERPRETATION**

2. (1) In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<b>WORD</b>	<b>MEANING</b>
“Act”	the Companies Act, 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.
“address”	for the purposes of these Articles, “address” includes an electronic address unless the Act or the Listing Rules require a postal address.
“announcement”	an official publication of a Notice or document of the Company, including a 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.
“Articles”	these Articles in their present form or as supplemented or amended or substituted from time to time.
“Auditor”	the auditor of the Company for the time being and may include any individual or partnership.
“Board” or “Directors”	the board of directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present.

“capital”	the share capital of the Company from time to time.
“clear days”	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.
“clearing house”	a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction.
“close associate”	in relation to any Director, shall have the same meaning as defined in the Listing Rules as modified from time to time, except that for purposes of Article 100 where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules. <span style="float: right;">Ch.13.44</span>
“Company”	Eternal Beauty Holdings Limited 穎通控股有限公司.
“competent regulatory authority”	a competent regulatory authority in the territory where the shares of the Company are listed or quoted on a stock exchange in such territory.
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	a stock exchange in respect of which the shares of the Company are listed or quoted and where such stock exchange deems such listing or quotation to be the primary listing or quotation of the shares of the Company.
“electronic communication”	a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other similar means in any form through any medium.
“electronic meeting”	a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.
“head office”	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.
“hybrid meeting”	a general meeting convened for the (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities.
“Listing Rules”	the rules and regulations of the Designated Stock Exchange.

“Meeting Location”	has the meaning given to it in Article 64A.
“Member”	a duly registered holder from time to time of the shares in the capital of the Company.
“month”	a calendar month.
“Notice”	written notice unless otherwise specifically stated in these Articles and, where the context so requires, shall include any other document (including any “corporate communication” and “actionable corporate communication” within the meaning ascribed thereto under the Listing Rules) or communication to be served, issued, or given by the Company under these Articles or pursuant to applicable laws 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.
“Office”	the registered office of the Company for the time being.
“ordinary resolution”	a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 59.
“paid up”	paid up or credited as paid up.
“physical meeting”	a general meeting held and conducted by physical attendance and participation by Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.
“Principal Meeting Place”	shall have the meaning given to it in Article 59(2).
“Register”	the principal register and where applicable, any branch register of Members to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.
“Registration Office”	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.
“Seal”	common seal or any one or more duplicate seals of the Company (including a securities seal) for use in the Cayman Islands or in any place outside the Cayman Islands.



“Secretary”	any person, firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary.
“special resolution”	<p>a resolution shall be a special resolution when it has been passed by a majority of not less than three-fourths of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 59.</p> <p>a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles or the Statutes.</p>
“Statutes”	the Act and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its memorandum of association and/or these Articles.
“substantial shareholder”	a person who is entitled to exercise, or to control the exercise of, 10% or more (or such other percentage as may be prescribed by the Listing Rules from time to time) of the voting power at any general meeting of the Company.
“year”	a calendar year.

(2) In these Articles, unless there be something within the subject or context inconsistent with such construction:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include both gender and the neuter;
- (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
- (d) the words:
  - (i) “may” shall be construed as permissive;
  - (ii) “shall” or “will” shall be construed as imperative;

- (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, 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 Member's election comply with all applicable Statutes, rules and regulations;
- (f) references to any law, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;
- (g) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Articles if not inconsistent with the subject in the context;
- (h) references to a document (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a Notice or document include a Notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;
- (i) Section 8 and Section 19 of the Electronic Transactions Act of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles;
- (j) references to the right of a Member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;
- (k) a reference to a meeting: (a) 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, and (b) shall, where the context is appropriate, include a meeting that has been postponed by the Board pursuant to Article 64E;

- (l) references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;
- (m) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise);
- (n) 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;
- (o) unless the context otherwise requires, any reference to "print", "printed", or "printed copy" and "printing" shall be deemed to include electronic versions or electronic copies;
- (p) 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 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; and
- (q) all voting rights referred to in these Articles shall exclude the voting rights attached to treasury shares.

### **SHARE CAPITAL**

- 3. (1) The share capital of the Company at the date on which these Articles come into effect shall be divided into shares of a par value of Hong Kong dollars/United States dollars HK\$0.001 each.

- (2) Subject to the Act, the Company's Memorandum and Articles of Association and, where applicable, the Listing Rules and/or the rules and regulations of any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Act. Subject to the Act, the Listing Rules and/or the rules of any competent regulatory authority, the Company is further authorised to hold any repurchased, redeemed or surrendered shares as treasury shares without the need for a separate resolution of the Board for each instance.
- (3) Subject to compliance with the Listing Rules and the rules and regulations of any other competent regulatory authority, the Company may give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.
- (4) The Board may accept the surrender for no consideration of any fully paid share.
- (5) No share shall be issued to bearer.

#### **ALTERATION OF CAPITAL**

- 4. The Company may from time to time by ordinary resolution in accordance with the Act alter the conditions of its Memorandum of Association to:
  - (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;
  - (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
  - (c) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine provided always that where the Company issues shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words "restricted voting" or "limited voting";

- (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Company's Memorandum of Association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;
  - (e) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.
- 5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under the last preceding Article and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company's benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
  - 6. The Company may from time to time by special resolution, subject to any confirmation or consent required by the Act, reduce its share capital or any capital redemption reserve or other undistributable reserve in any manner permitted by law.
  - 7. Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

## **SHARE RIGHTS**

- 8. Subject to the provisions of the Act and the Company's Memorandum and Articles of Association and to any special rights conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Board may determine.
- 9. Subject to the provisions of the Act, the Listing Rules and the Memorandum and Articles of Association of the Company, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.

## VARIATION OF RIGHTS

10. Subject to the Act and without prejudice to Article 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, *mutatis mutandis*, apply, but so that:
- (a) the necessary quorum (including at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class (excluding treasury shares); and
- (b) every holder of shares of the class shall be entitled to one vote for every such share held by him.
11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

## SHARES

12. (1) Subject to the Act, these Articles, any direction that may be given by the Company in general meeting and, where applicable, the Listing Rules and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount to their nominal value. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such 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. 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.
- (2) The Board may issue warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.

13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the Act, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
15. Subject to the Act and these Articles, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

### **SHARE CERTIFICATES**

16. Every share certificate shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. The seal of the Company may only be affixed or imprinted to a share certificate with the authority of the Directors, or be executed under the signature of appropriate officials with statutory authority, unless otherwise determined by the Directors. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.
17.
  - (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.
  - (2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of Notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.
18. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, 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.



19. Share certificates shall be issued within the relevant time limit as prescribed by the Act or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
20. (1) 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 to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Article. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.
- (2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.
21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as the Designated Stock Exchange may determine to be the maximum fee payable or such lesser sum as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed.

## **LIEN**

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article.



23. Subject to these Articles, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a Notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving Notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which 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 share prior to the sale) be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he 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 relating to the sale.

### **CALLS ON SHARES**

25. Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such Notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.
26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in one lump sum or by instalments.
27. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.
28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest wholly or in part.

29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
30. On 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, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
31. Any amount payable in respect of a share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.
32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one (1) month's Notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

### **FORFEITURE OF SHARES**

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' Notice:
  - (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and
  - (b) stating that if the Notice is not complied with the shares on which the call was made will be liable to be forfeited.
- (2) If the requirements of any such Notice are not complied with, any share in respect of which such Notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.

35. When any share has been forfeited, Notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.
36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture will include surrender.
37. Any share so forfeited shall be deemed the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.
38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but nevertheless shall remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with (if the Directors shall in their discretion so require) interest thereon from the date of forfeiture until payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board determines. The Board may enforce payment thereof if it thinks fit, and without any deduction or allowance for the value of the forfeited shares, at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Article any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.
39. A declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration shall (subject to the execution of an instrument of transfer by the Company if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale or disposal of the share. When any share shall have been forfeited, notice of the declaration shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.
40. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as it thinks fit.
41. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.

42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **REGISTER OF MEMBERS**

43. (1) The Company shall keep in one or more books a Register of its Members and shall enter therein the following particulars, that is to say:
- (a) the name and address of each Member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;
  - (b) the date on which each person was entered in the Register; and
  - (c) the date on which any person ceased to be a Member.
- (2) The Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
44. The Register and branch register of Members maintained in Hong Kong, as the case may be, shall be open to inspection for at least two (2) hours during business hours by Members without charge or by any other person, upon a maximum payment of Hong Kong dollars 2.50 or such lesser sum specified by the Board, at the Office or such other place at which the Register is kept in accordance with the Act or, if appropriate, upon a maximum payment of Hong Kong dollars 1.00 or such lesser sum specified by the Board at the Registration Office. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in any newspapers in accordance with the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.

App.A1  
20

### **RECORD DATES**

45. Subject to the Listing Rules, notwithstanding any other provision of these Articles the Company or the Directors may fix any date as the record date for:
- (a) determining the Members entitled to receive any dividend, distribution, allotment or issue;
  - (b) determining the Members entitled to receive Notice of and to vote at any general meeting of the Company.

## **TRANSFER OF SHARES**

46. (1) Subject to these Articles, any Member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.
- (2) Notwithstanding the provisions of subparagraph (1) above, for so long as any shares are listed on the Designated Stock Exchange, titles to such listed shares may be evidenced and transferred in accordance with the laws applicable to and the Listing Rules that are or shall be applicable to such listed shares. The register of members of the Company in respect of its listed shares (whether the Register or a branch register) may be kept by recording the particulars required by Section 40 of the Act in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the Listing Rules that are or shall be applicable to such listed shares.
47. The instrument of transfer shall be executed by or on behalf of the transferor and 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 transferor shall be deemed to remain the holder of the 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.
48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.
- (2) No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.
- (3) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.

- (4) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place at which the Register is kept in accordance with the Act.
49. Without limiting the generality of the last preceding Article, the Board may decline to recognise any instrument of transfer unless:–
- (a) a fee of such maximum sum as the Designated Stock Exchange may 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;
  - (b) the instrument of transfer is in respect of only one class of share;
  - (c) the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
  - (d) if applicable, the instrument of transfer is duly and properly stamped.
50. If the Board refuses to register a transfer of any share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.
51. The registration of transfers of shares or of any class of shares may, after notice has been given by announcement or by electronic communication or by advertisement in any newspapers or by any other means in accordance with the requirements of any Designated Stock Exchange to that effect be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.



## **TRANSMISSION OF SHARES**

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Article will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
53. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Articles relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.
54. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 72(2) being met, such a person may vote at meetings.

## **UNTRACEABLE MEMBERS**

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Article, the Company may cease sending 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 the 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.
- (2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:
- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Articles have remained uncashed;
  - (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and

- (c) the Company, if so required by the Listing Rules, has given notice of its intention to sell such shares to, and caused advertisement both in daily newspaper and in a newspaper circulating in the area of the last known address of such Member or any person entitled to the share under Article 54 and where applicable, in each case in accordance with the requirements of, the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

For the purpose of the foregoing, the “relevant period” means the period commencing twelve (12) years before the date of publication of the advertisement referred to in paragraph (c) of this Article and ending at the expiry of the period referred to in that paragraph.

- (3) To give effect to any such sale the Board may authorise some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such 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 relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

## GENERAL MEETINGS

56. An annual general meeting of the Company shall be held for each financial year other than the financial year of the Company’s adoption of these Articles and such annual general meeting must be held within six (6) months after the end of the Company’s financial year (unless a longer period would not infringe the Listing Rules, if any). App. A1  
14(1)
57. Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 64A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion. App. A1  
14(6)(a)



58. The Board may whenever it thinks fit call extraordinary general meetings. Any one or more Member(s) holding at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company (excluding treasury shares) carrying the right of voting at general meetings of the Company, on a one vote per share basis, shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require an extraordinary general meeting to be called by the Board for the transaction of any business or resolution specified in such requisition; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionist(s) himself (themselves) may convene a physical meeting at only one location which will be the Principal Meeting Place, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

App. A1  
14(5)

### NOTICE OF GENERAL MEETINGS

59. (1) An annual general meeting must be called by Notice of not less than twenty-one (21) clear days. All other general meetings (including an extraordinary general meeting) must be called by Notice of not less than fourteen (14) clear days but if permitted by the Listing Rules, a general meeting may be called by shorter notice, subject to the Act, if it is so agreed:
- (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent. (95%) of the total voting rights at the meeting of all the Members.
- (2) The Notice shall specify (a) the time and date of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 64A, the principal place of the meeting (the “Principal Meeting Place”), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the Notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) particulars of resolutions to be considered at the meeting. The Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such Notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors and the Auditors.
60. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.

App. A1  
14(2)

## PROCEEDINGS AT GENERAL MEETINGS

61. (1) All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of:
- (a) the declaration and sanctioning of dividends;
  - (b) consideration and adoption of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet;
  - (c) the election of Directors whether by rotation or otherwise in the place of those retiring;
  - (d) appointment of Auditors (where special notice of the intention for such appointment is not required by the Act) and other officers; and
  - (e) the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors.
- (2) No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Two (2) Members entitled to vote and present in person or by proxy or, for quorum purposes only, two persons appointed by the clearing house as authorised representative or proxy shall form a quorum for all purposes.
62. If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and (where applicable) same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to in Article 57 as the chairman of the meeting (or in default, the Board) may absolutely determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.
63. (1) The chairman of the Company or if there is more than one chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman at a general meeting. If at any meeting no chairman, is present within fifteen (15) minutes after the time appointed for holding the meeting, or is willing to act as chairman, the deputy chairman of the Company or if there is more than one deputy chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman. If no chairman or deputy chairman is present or is willing to act as chairman of the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or by proxy and entitled to vote shall elect one of their number to be chairman of the meeting.

- (2) If the chairman of a general meeting held in any form is participating in the general meeting using an electronic facility or facilities which is hereby permitted and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 63(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.
64. Subject to Article 64C, the chairman may (without the consent of the meeting) or shall at the direction of the meeting, adjourn the meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' Notice of the adjourned meeting shall be given specifying the details set out in Article 59(2) but it shall not be necessary to specify in such Notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give Notice of an adjournment.
- 64A. (1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.
- (2) All general meetings are subject to the following and, where appropriate, all references to a "Member" or "Members" in this sub-paragraph (2) shall include a proxy or proxies respectively:
- (a) where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;
  - (b) Members present in person 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 vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Members at all Meeting Locations and Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;

- (c) where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and
- (d) if any of the Meeting Locations is 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 proxies shall be as stated in the Notice for the meeting.

64B. The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any Member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

64C. If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 64A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or

- (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

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.

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

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

- (a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting);
- (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the Members of details of such change in such manner as the Board may determine;



- (c) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 64, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and
- (d) Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the Members.

64F. 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 64C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

64G. Without prejudice to other provisions in Article 64, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

65. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

## VOTING

66. (1) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a poll every Member present in person or by proxy shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided by way of a poll save that in the case of a physical meeting, the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Member present in or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Member which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For purposes of this Article, procedural and administrative matters are those that (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to its Members; and (ii) relate to the chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views. 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.

Ch. 13  
39(4)

App. A1  
19

App. A1  
14(6)(b)

- (2) Where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded:
- (a) by at least three Members present in person or by proxy for the time being entitled to vote at the meeting; or
  - (b) by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting; or
  - (c) by a Member or Members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

A demand by a person as proxy for a Member shall be deemed to be the same as a demand by the Member.

67. Where a resolution is voted on by a show of hands, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution. The result of the poll shall be deemed to be the resolution of the meeting. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the Listing Rules.
68. On a poll votes may be given either personally or by proxy.
69. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
70. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Articles or by the Act. In the case of an equality of votes, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
71. Where there are joint holders of any share any one of such joint holders may vote, either in person 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 the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the 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.

72. (1) A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, by his receiver, committee, *curator bonis* or other person in the nature of a receiver, committee or *curator bonis* appointed by such court, and such receiver, committee, *curator bonis* or other person may vote by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting, or postponed meeting, as the case may be.
- (2) Any person entitled under Article 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting or postponed meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
73. (1) No Member shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- (2) All Members shall have the right to (a) speak at a general meeting; and (b) vote at a general meeting except where a Member is required, by the Listing Rules, to abstain from voting to approve the matter under consideration. App. A1  
14(3)
- (3) Where the Company has knowledge that any Member is, under the Listing Rules, required to abstain from voting on any particular resolution of the Company or restricted to voting only for or only against any particular resolution of the Company, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted. App. A1  
14(4)
74. If:
- (a) any objection shall be raised to the qualification of any voter; or
  - (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
  - (c) any votes are not counted which ought to have been counted;

the objection or error shall not vitiate the decision of the meeting or adjourned meeting or postponed meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting or postponed meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.



## PROXIES

75. Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise. App. A1  
18  
App. A1  
19
76. The instrument appointing a proxy shall be in such form, including electronic or otherwise, as the Board may determine and in the absence of such determination, shall be in writing, which may include electronic writing, and signed by the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or signed by 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. App. A1  
18
77. (1) 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.

- (2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the Notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate), or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or postponed meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.
78. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the Notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles. Subject to aforesaid, if the proxy appointment and any of the information required under these Articles is not received in the manner set out in these Articles, the appointee shall not be entitled to vote in respect of the shares in question.
79. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the Notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting or postponed meeting, at which the instrument of proxy is used.
80. Anything which under these Articles a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply *mutatis mutandis* in relation to any such attorney and the instrument under which such attorney is appointed.

## **CORPORATIONS ACTING BY REPRESENTATIVES**

81. (1) Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat. App. A1  
18
- (2) If a clearing house (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) including, the right to speak and vote and, where a show of hands is allowed, the right to vote individually on a show of hands. App. A1  
19
- (3) Any reference in these Articles to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Article.

## **WRITTEN RESOLUTIONS OF MEMBERS**

82. A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive Notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Articles, be treated as a resolution duly passed at a general meeting of the Company and, where relevant, as a special resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and where the resolution states a date as being the date of his signature thereof by any Member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant Members.

## **BOARD OF DIRECTORS**

83. (1) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two (2). There shall be no maximum number of Directors unless otherwise determined from time to time by the Members in general meeting. The Directors shall be elected or appointed in the first place by the subscribers to the Memorandum of Association or by a majority of them and thereafter in accordance with Article 84 called for such purpose and who shall hold office for such term as the Members may determine or, in the absence of such determination, in accordance with Article 84 or until their successors are elected or appointed or their office is otherwise vacated.

- (2) Subject to the Articles and the Act, the Company may by ordinary resolution elect any person to be a Director either to fill a casual vacancy on the Board, or as an addition to the existing Board.
- (3) The Directors shall have the power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy on the Board or as an addition to the existing Board. Any Director so appointed shall hold office only until the first annual general meeting of the Company after his appointment and shall then be eligible for re-election. App. A1  
4(2)
- (4) Neither a Director nor an alternate Director shall be required to hold any shares of the Company by way of qualification and a Director or alternate Director (as the case may be) who is not a Member shall be entitled to receive Notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company.
- (5) The Members may, at any general meeting convened and held in accordance with these Articles, by ordinary resolution remove a Director (including a managing or other executive Director) at any time before the expiration of his term of office notwithstanding anything to the contrary in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement). App. A1  
4(3)
- (6) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (5) above may be filled by the election or appointment by ordinary resolution of the Members at the meeting at which such Director is removed.
- (7) The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than two (2).

## RETIREMENT OF DIRECTORS

84. (1) Notwithstanding any other provisions in the Articles, at each annual general meeting one-third of the Directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not less than one-third) shall retire from office by rotation provided that every Director shall be subject to retirement at an annual general meeting at least once every three years. App. 14  
B.2.2
- (2) A retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires. The Directors to retire by rotation shall include (so far as necessary to ascertain the number of directors to retire by rotation) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. Any Director appointed by the Board pursuant to Article 83(3) shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation.

85. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any general meeting unless a Notice signed by a Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also a Notice signed by the person to be proposed of his willingness to be elected shall have been lodged at the head office or at the Registration Office provided that the minimum length of the period, during which such Notice(s) are given, shall be at least seven (7) days and that (if the Notices are submitted after the despatch of the notice of the general meeting appointed for such election) the period for lodgment of such Notice(s) shall commence on the day after the despatch of the notice of the general meeting appointed for such election and end no later than seven (7) days prior to the date of such general meeting.

### **DISQUALIFICATION OF DIRECTORS**

86. The office of a Director shall be vacated if the Director:
- (1) resigns his office by notice in writing delivered to the Company at the Office or tendered at a meeting of the Board;
  - (2) becomes of unsound mind or dies;
  - (3) without special leave of absence from the Board, is absent from meetings of the Board for six consecutive months, and his alternate Director, if any, shall not during such period have attended in his stead and the Board resolves that his office be vacated;
  - (4) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;
  - (5) is prohibited by law from being a Director; or
  - (6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Articles.

### **EXECUTIVE DIRECTORS**

87. The Board may from time to time appoint any one or more of its body to be a managing director, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Article shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.

88. Notwithstanding Articles 93, 94, 95 and 96, an executive director appointed to an office under Article 87 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

### **ALTERNATE DIRECTORS**

89. Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person (including another Director) to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.
90. An alternate Director shall only be a Director for the purposes of the Act and shall only be subject to the provisions of the Act insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.
91. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.



92. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director PROVIDED always that, if at any meeting any Director retires but is re-elected at the same meeting, any appointment of such alternate Director pursuant to these Articles which was in force immediately before his retirement shall remain in force as though he had not retired.

### **DIRECTORS' FEES AND EXPENSES**

93. The ordinary remuneration of the Directors shall from time to time be determined by the Company in general meeting and shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Board in such proportions and in such manner as the Board may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall be deemed to accrue from day to day.
94. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.
95. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.
96. The Board shall obtain the approval of the Company in general meeting before making any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

### **DIRECTORS' INTERESTS**

97. A Director may:
- (a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;
  - (b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;

- (c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

98. Subject to the Act and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Article 99 herein.

99. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

- (a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with that company or firm; or
- (b) he is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with a specified person who is connected with him;

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract or arrangement, provided that no such Notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.



100. (1) A Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he or any of his close associates is materially interested, but this prohibition shall not apply to any of the following matters namely:

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

- (2) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

### **GENERAL POWERS OF THE DIRECTORS**

101. (1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- (2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.
- (3) Without prejudice to the general powers conferred by these Articles it is hereby expressly declared that the Board shall have the following powers:
- (a) to give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed;
  - (b) to give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration; and
  - (c) to resolve that the Company be deregistered in the Cayman Islands and continued in a named jurisdiction outside the Cayman Islands subject to the provisions of the Act.

- (4) The Company shall not make any loan, directly or indirectly, to a Director or his close associate(s) if and to the extent it would be prohibited by the Companies Ordinance (Chapter 622 of the laws of Hong Kong) as if the Company were a company incorporated in Hong Kong.

Article 101(4) shall only have effect for so long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.

102. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes) and pay the working expenses of any staff employed by them upon the business of the Company. The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.
103. The Board may by power of attorney appoint under the Seal any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the Company's Seal.
104. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
105. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.

106. (1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.
- (2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

### **BORROWING POWERS**

107. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
108. Debentures, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
109. Any debentures, bonds or other securities may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
110. (1) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the Members or otherwise, to obtain priority over such prior charge.
- (2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Act, of all charges specifically affecting the property of the Company and of any series of debentures issued by the Company and shall duly comply with the requirements of the Act in regard to the registration of charges and debentures therein specified and otherwise.

## **PROCEEDINGS OF THE DIRECTORS**

111. The Board may meet for the despatch of business, adjourn or postpone and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.
112. A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board whenever he shall be required so to do by any Director. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or 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 by telephone or in such other manner as the Board may from time to time determine.
113. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two (2). An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.
- (2) Directors may participate in any meeting of the Board by means of a conference telephone, electronic or other communications equipment through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person.
- (3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
114. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.
115. The Board may elect one or more chairman and one or more deputy chairman of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting no chairman or deputy chairman is present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

116. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
117. (1) The Board may delegate any of its powers, authorities and discretions to committees, consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.
- (2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.
118. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.
119. A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill-health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. 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. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a meeting of the Board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a Director has a conflict of interest and the Board has determined that such conflict of interest to be material.
120. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.



## **MANAGERS**

121. The Board may from time to time appoint a general manager, a manager or managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager, manager or managers who may be employed by him or them upon the business of the Company.
122. The appointment of such general manager, manager or managers may be for such period as the Board may decide, and the Board may confer upon him or them all or any of the powers of the Board as they may think fit.
123. The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as the Board may in their absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

## **OFFICERS**

124. (1) The officers of the Company shall consist of at least one chairman, the Directors and Secretary and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Act and these Articles.
  - (2) The Directors shall, as soon as may be after each appointment or election of Directors, elect amongst the Directors a chairman and if more than one (1) Director is proposed for this office, the Directors may elect more than one chairman in such manner as the Directors may determine.
  - (3) The officers shall receive such remuneration as the Directors may from time to time determine.
125. (1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two (2) or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.
  - (2) The Secretary shall attend all meetings of the Members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Act or these Articles or as may be prescribed by the Board.
126. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.
127. A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.



## **REGISTER OF DIRECTORS AND OFFICERS**

128. The Company shall cause to be kept in one or more books at its Office a Register of Directors and Officers in which there shall be entered the full names and addresses of the Directors and Officers and such other particulars as required by the Act or as the Directors may determine. The Company shall send to the Registrar of Companies in the Cayman Islands a copy of such register, and shall from time to time notify to the said Registrar of any change that takes place in relation to such Directors and Officers as required by the Act.

## **MINUTES**

129. (1) The Board shall cause minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of officers;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings of each general meeting of the Members, meetings of the Board and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.
- (2) Minutes shall be kept by the Secretary at the head office.

## **SEAL**

130. (1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal of the Company with the addition of the word "Securities" on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Articles, any instrument to which a Seal is affixed shall be signed autographically by one Director and the Secretary or by two Directors or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Board previously given.
- (2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

## **AUTHENTICATION OF DOCUMENTS**

131. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office or the head office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

## **DESTRUCTION OF DOCUMENTS**

132. (1) The Company shall be entitled to destroy the following documents at the following times:
- (a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;
  - (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate, variation, cancellation or notification was recorded by the Company;
  - (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;
  - (d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and
  - (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven (7) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that: (1) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (2) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and (3) references in this Article to the destruction of any document include references to its disposal in any manner.

- (2) Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of documents set out in sub-paragraphs (a) to (e) of paragraph (1) of this Article and 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 and its share registrar that the preservation of such document was relevant to a claim.

## **DIVIDENDS AND OTHER PAYMENTS**

133. Subject to the Act, the Company in general meeting may from time to time declare dividends in any currency to be paid to the Members but no dividend shall be declared in excess of the amount recommended by the Board.
134. Dividends may be declared and paid out of the profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Directors determine is no longer needed. With the sanction of an ordinary resolution dividends may also be declared and paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Act.
135. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share; and
  - (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

136. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the Company half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.
137. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
138. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.
139. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, 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 payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders. 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.
140. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

141. Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. 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.
142. (1) Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on any class of 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 if the Board so determines) 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 (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
    - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and

- (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised (“the non-elected shares”) and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or
- (b) that the Members entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. 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 (2) weeks’ Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
  - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
  - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised (“the elected shares”) and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.



- (2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Article shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (1) of this Article in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Article shall rank for participation in such distribution, bonus or rights.
- (b) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Article, with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (3) The Company may upon the recommendation of the Board by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) of this Article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Article shall not be made available or made to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. 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.
- (5) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall *mutatis mutandis* apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.



## **RESERVES**

143. (1) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. Unless otherwise provided by the provisions of these Articles, the Board may apply the share premium account in any manner permitted by the Act. The Company shall at all times comply with the provisions of the Act in relation to the share premium account.
- (2) Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

## **CAPITALISATION**

144. (1) The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and capital redemption reserve and the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Article, a share premium account and any capital redemption reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid.

- (2) Notwithstanding any provisions in these Articles, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.

145. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution under the last preceding Article and in particular may issue certificates in respect of fractions of shares or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

### **SUBSCRIPTION RIGHTS RESERVE**

146. The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Act:
- (1) If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the par value of a share, then the following provisions shall apply:
- (a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article) maintain in accordance with the provisions of this Article a reserve (the "Subscription Rights Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub-paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;

- (b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;
- (c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:
  - (i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and
  - (ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrant holders; and
- (d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrant holder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrant holder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrant holder upon the issue of such certificate.

- (2) Shares allotted pursuant to the provisions of this Article shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any share shall be allotted on exercise of the subscription rights.
- (3) The provision of this Article as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrant holder or class of warrant holders under this Article without the sanction of a special resolution of such warrant holders or class of warrant holders.
- (4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrant holders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.

## **ACCOUNTING RECORDS**

- 147. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Act or necessary to give a true and fair view of the Company's affairs and to explain its transactions.
- 148. The accounting records shall be kept at the Office or, at such other place or places as the Board decides and shall always be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.
- 149. Subject to Article 150, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one (21) days before the date of the general meeting and at the same time as the notice of annual general meeting and laid before the Company at the annual general meeting held in accordance with Article 56 provided that this Article shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.

150. Subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 149 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, summarised financial statements derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the directors' 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 summarised financial statements, a complete printed copy of the Company's annual financial statement and the directors' report thereon.
151. The requirement to send to a person referred to in Article 149 the documents referred to in that article or a summary financial report in accordance with Article 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, the Company publishes copies of the documents referred to in Article 149 and, if applicable, a summary financial report complying with Article 150, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication).

## AUDIT

152. (1) At the annual general meeting or at a subsequent extraordinary general meeting in each year, the Members shall by ordinary resolution appoint an auditor to audit the accounts of the Company and such auditor shall hold office until the next annual general meeting. Such auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company. App. A1  
17
- (2) The Members may, at any general meeting convened and held in accordance with these Articles, by ordinary resolution remove the Auditor at any time before the expiration of his term of office and shall by ordinary resolution at that meeting appoint another Auditor in his stead for the remainder of his term. App. A1  
17
153. Subject to the Act the accounts of the Company shall be audited at least once in every year.
154. The remuneration of the Auditor shall be fixed by an ordinary resolution passed at a general meeting or in such manner as the Members may by ordinary resolution determine. App. A1  
17
155. The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Directors under this Article may be fixed by the Board. Subject to Article 152(2), an Auditor appointed under this Article shall hold office until the next following annual general meeting of the Company and shall then be subject to appointment by the Members under Article 152(1) at such remuneration to be determined by the Members under Article 154.
156. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.

157. The statement of income and expenditure and the balance sheet provided for by these Articles shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in general meeting. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the Cayman Islands. If so, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.

## NOTICES

158. (1) Any Notice or document (including any “corporate communication” and “actionable corporate communication” within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and, subject to compliance with the Listing Rules, any such Notice and document may be given or issued by the following means:
- (a) by serving it personally on the relevant person;
  - (b) by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose;
  - (c) by delivering or leaving it at such address as aforesaid;
  - (d) by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the Designated Stock Exchange;
  - (e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Article 158(3) without the need for any additional consent or notification;
  - (f) by publishing it on the Company’s website or the website of the Designated Stock Exchange without the need for any additional consent or notification; or
  - (g) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.
- (2) In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.



- (3) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which Notices can be served upon him.
- (4) Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to the documents referred to in Articles 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language or, with the consent of or election by any member, in the Chinese language only to such Member.

159. Any Notice or other document:

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice, documents or publication placed on either the Company's website or the website of the Designated Stock Exchange, is deemed given or served by the Company on the day it first so appears on the relevant website, unless the Listing Rules specify a different date. In such cases, the deemed date of service shall be as provided or required by the Listing Rules;
- (c) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof; and
- (d) if published as an advertisement in a newspaper or other publication permitted under these Articles, shall be deemed to have been served on the day on which the advertisement first so appears.

160. (1) Any Notice or other document delivered or sent in any manner permitted by these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.



- (2) A Notice may be given by the Company to the person 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, envelope or wrapper addressed to him 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 postal address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such electronic or postal 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.
- (3) 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.

## **SIGNATURES**

161. For the purposes of these Articles, a facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received. The signature to any Notice or document to be given by the Company may be written, printed or in electronic form.

## **WINDING UP**

162. (1) Subject to Article 162(2), the Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.
- (2) Unless otherwise provided by the Act, a resolution that the Company be wound up by the court or to be wound up voluntarily shall be a special resolution. App. A1  
21
163. (1) Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares (i) if the Company shall be wound up and the assets available for distribution amongst Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed *pari passu* amongst such Members in proportion to the amount paid up on the shares held by them respectively and (ii) if the Company shall be wound up and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively.

- (2) If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by the Act, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of properties of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

### **INDEMNITY**

164. (1) The Directors, Secretary and other officers and every Auditor of the Company at any time, whether at present or in the past, and the liquidator or trustees (if any) acting or who have acted in relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.
- (2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.

### **FINANCIAL YEAR**

165. Unless otherwise determined by the Directors, the financial year of the Company shall end on the 31st day of March in each year.

**AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION  
AND NAME OF COMPANY**

166. No Article shall be rescinded, altered or amended and no new Article shall be made until the same has been approved by a special resolution of the Members. A special resolution shall be required to alter the provisions of the memorandum of association or to change the name of the Company.

App. A1  
16

**INFORMATION**

167. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the Members to communicate to the public.

**ELECTRONIC INSTRUCTIONS BY MEMBERS**

168. To the extent permitted by applicable law and unless otherwise restricted or prohibited by the Listing Rules, the Company shall accept instructions from Members and its securities holders (including meeting attendance indications, proxy appointments, revocations, voting directions, and responses to corporate communications) transmitted by electronic means, subject to reasonable authentication measures as the Board may from time to time determine.

公司法(修訂本)  
獲豁免股份有限公司

**Eternal Beauty Holdings Limited**  
穎通控股有限公司

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**經修訂及重列組織章程大綱**

(經於2025年6月6日通過的特別決議案有條件採納，並自本公司股份於2025年6月26日於香港聯合交易所有限公司主板上市日期起生效)

## 索引

標題	細則編號
表A	1
詮釋	2
股本	3
更改股本	4-7
股份權利	8-9
權利變動	10-11
股份	12-15
股票	16-21
留置權	22-24
催繳股款	25-33
沒收股份	34-42
股東名冊	43-44
記錄日期	45
股份轉讓	46-51
股份過戶	52-54
無法聯絡的股東	55
股東大會	56-58
股東大會通告	59-60
股東大會議程	61-65
表決	66-74
委任代表	75-80
法團由代表代其行事	81
股東書面決議案	82
董事會	83
董事退任	84-85
喪失董事資格	86
執行董事	87-88
替任董事	89-92
董事袍金及開支	93-96
董事權益	97-100
董事會的一般權力	101-106
借貸權力	107-110
董事會會議議事程序	111-120
經理	121-123
高級人員	124-127
董事及高級人員名冊	128

會議記錄	129
印章	130
文件認證	131
文件銷毀	132
股息及其他付款	133-142
儲備	143
撥充資本	144-145
認購權儲備	146
會計記錄	147-151
審核	152-157
通告	158-160
簽署	161
清盤	162-163
彌償保證	164
財政年度	165
修訂組織章程大綱及細則以及公司名稱	166
資料	167
股東電子指示	168



公司法(修訂本)  
獲豁免股份有限公司

**Eternal Beauty Holdings Limited**  
**穎通控股有限公司**

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經修訂及重列

組織章程大綱

(經2025年6月6日特別決議通過，自2025年6月6日起生效)

1. 本公司名稱為Eternal Beauty Holdings Limited，而其雙重外文名稱為穎通控股有限公司。
2. 本公司的註冊辦事處為Conyers Trust Company (Cayman) Limited的辦事處，地址為Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands。
3. 在本大綱下列條文的規限下，本公司的成立宗旨並無限制，包括但不限於：
  - (a) 於其所有分公司行使及履行控股公司的一切職能，並協調任何不論在何處註冊成立或經營業務的一間或多間附屬公司或本公司或任何附屬公司為其成員公司或本公司以任何方式直接或間接控制的任何公司集團的政策及行政事宜；
  - (b) 作為一家投資公司行事，並就此根據任何條款（不論是否有條件或絕對），透過最初認購、招標、購買、交換、包銷、加入財團或任何其他方式認購、收購、持有、處置、出售、處理或買賣由任何不論在何處註冊成立的公司或任何政府、主權、管治者、專員、公共機構或部門（最高級、市政級、地方級或其他級別）所發行或擔保的股份、股票、債權證、債股、年金、票據、按揭、債券、債務及證券、外匯、外幣存款及商品（不論是否繳足），並遵守催繳要求。

4. 在本大綱下列條文的規限下，根據公司法(修訂本)第27(2)條的規定，本公司擁有並能夠行使作為一個具完全行為能力的自然人的一切職能(與是否符合任何公司利益無關)。
5. 除非已取得正式執照，否則本大綱不允許本公司經營須根據開曼群島法律取得執照之業務。
6. 本公司不可於開曼群島與任何人士、商號或法團進行交易，除促進本公司於開曼群島以外地區之業務者外；但本條款不應被詮釋為禁止本公司於開曼群島促成及訂立合約及在開曼群島行使一切對其於開曼群島以外的地區經營業務所必要的權力。
7. 各股東之責任以該股東所持股份不時未繳付之款額為限。
8. 本公司之股本為7,000,000港元，分為7,000,000,000股每股面值為0.001港元的普通股，而本公司在法律允許之情況下有權贖回或購入其任何股份、增加或削減上述股本(須受公司法(修訂本)及本公司組織章程細則的條文所規限)且有權發行其任何部分的原本、贖回或增加股本(無論是否具有或不具有任何優先權、特權或特別權利，或是否受限於任何權利的延後或任何條件或限制)；因此，除發行條件另行明文宣佈外，每次發行之股份(無論是否宣佈為優先股或其他股份)均享有上文所載之權利。
9. 本公司可行使公司法所載之權力取消於開曼群島的註冊，並以存續的方式於另一司法管轄區進行註冊。

公司法(修訂本)

獲豁免的股份有限公司

**Eternal Beauty Holdings Limited**  
**穎通控股有限公司**

的

經修訂及重列組織章程細則

(根據於2025年6月6日通過的特別決議有條件通過，並自本公司股份於2025年6月26日在香港聯合交易所有限公司主板上市日期起生效)

表A

1. 公司法(定義見細則第2條)附表內表A所載的規定不適用於本公司。

詮釋

2. (1) 於本細則中，除文意另有所指外，下表左欄的詞彙分別具有右欄中對應的涵義。

詞彙

涵義

「公司法」	指開曼群島法律第22章公司法及其不時生效的任何修訂或重新頒佈的版本，包括與其合併或取代其的所有其他法律。
「地址」	就本細則而言，「地址」包括電子地址，除非公司法或上市規則要求提供郵寄地址。
「公告」	指本公司通告或文件的正式公佈，包括在上市規則的規限下及在其允許的範圍內，透過電子通訊或在報章刊登廣告或以上市規則及適用法律指定及允許的方式或方法作出的公佈。
「細則」	指現有形式的細則或不時經補充或修訂或取代的細則。

「核數師」	指本公司不時委任的核數師，且可能包括任何個人或合夥。
「董事會」或「董事」	指本公司董事會或出席本公司達法定人數的董事會議的董事。
「股本」	指本公司不時的股本。
「足日」	就通告的期限而言，指不包括發出或視為發出通告的日期及通告事項發生或生效日期的期間。
「結算所」	指本公司股份上市或報價的證券交易所所在司法管轄區法律認可的結算所。
「緊密聯繫人」	就任何董事而言，將具有經不時修訂之上市規則界定之相同涵義，惟就細則第100條而言，倘董事會將予批准之交易或安排屬上市規則項下之關連交易，則該詞具有上市規則賦予「聯繫人」之相同涵義。 <span style="float: right;">Ch.13.44</span>
「本公司」	指Eternal Beauty Holdings Limited穎通控股有限公司。
「有管轄權的監管當局」	指本公司股份上市或報價的證券交易所所在地區的有管轄權的監管當局。
「債權證」及 「債權證持有人」	分別包括債權證及債權證持有人。
「指定證券交易所」	指本公司股份上市或報價的證券交易所，且該證券交易所將此次上市或報價視為本公司股份的首次上市或報價。
「電子通訊」	指透過任何媒介以電線、無線電、光學方式或其他類似方式以任何形式發送、傳輸、傳遞及接收的通訊。

「電子會議」	指完全且專門由股東及／或受委代表透過電子設施以虛擬形式出席及參與而舉行及進行的股東大會。
「總部」	指董事可不時確定作為本公司主要辦事處的辦事處。
「混合會議」	指為(i)股東及／或受委代表於主要會議場地及(倘適用)一個或多個會議地點親身出席及(ii)股東及／或受委代表透過電子設施以虛擬形式出席及參與而召開的股東大會。
「上市規則」	指指定證券交易所的規則。
「會議地點」	具有細則第64A條賦予的涵義。
「股東」	指不時妥為登記的本公司股本份額的持有人。
「月」	指曆月。
「通告」	除本細則另有明確規定外，「書面通知」應包括任何其他由本公司根據本細則或適用法律法規(包括上市規則及／或有關監管機構的規則)發出、發布或提供的文件(包括上市規則所界定的任何「公司通訊」及「可行動公司通訊」)或通訊。為免疑義，通知可採用實體形式或電子形式提供。
「辦事處」	指本公司當時的註冊辦事處。
「普通決議案」	指由當時有權投票的股東親自或在股東為法團的情況下由其獲妥為授權代表，或在允許代表投票的情況下由代表，在已根據細則第59條妥為發出通告的股東大會上以簡單多數票投票通過的決議案為普通決議案。
「繳足」	指繳足或入賬列為繳足。

「實體會議」	指由股東及／或受委代表於主要會議場地及／或（倘適用）一個或多個會議地點親身出席及參與而舉行及進行的股東大會。
「主要會議場地」	應當具有細則第59(2)條賦予的涵義。
「股東名冊」	指於開曼群島境內外由董事會不時釐定的地方保存的股東名冊總冊及（倘適用）任何股東名冊分冊。
「登記處」	指就任何股本類別而言，董事會可不時決定就該股本類別保存股東名冊分冊及（除非董事會另行指定）交存以備登記及登記該類股本轉讓文書或其他所有權文件的地方。
「印章」	指於開曼群島或開曼群島境外任何地方使用的法團印章或本公司的任何一個或多個複本印章（包括證券印章）。
「秘書」	指董事會指定履行本公司秘書職責的任何個人、商號或法團，包括任何助理、副職、臨時或代理秘書。
「特別決議案」	<p>指由當時有權投票的股東親自，或在股東為法團的情況下由其獲妥為授權的代表，或在允許代表投票的情況下由代表，在已根據細則第59條妥為發出通告的股東大會上以不少於四分之三多數票投票通過的決議案為特別決議案；</p> <p>凡本細則或法規明文規定為任何目的需要普通決議案的，特別決議案就該些目的亦屬有效。</p>
「法規」	指公司法及當時適用於或影響本公司及其組織章程大綱及／或本細則的開曼群島立法機關的每項其他法例。



「主要股東」	指有權在本公司股東大會上行使或控制行使10%或以上（或上市規則不時規定的其他百分比）投票權的人士。
「年」	指曆年。

(2) 除以下解釋與相關主題或文意中的內容相抵觸外，本細則中：

- (a) 意指單數的詞彙亦包括複數，反之亦然；
- (b) 意指一種性別的詞彙亦包括兩性及中性；
- (c) 意指人士的詞彙包括公司、聯營組織及團體（無論是否為法團）；
- (d) 詞彙：
  - (i) 「可」須解釋為允許；
  - (ii) 「須」或「將」須解釋為必須；
- (e) 除表明相反意圖以外，「書面」一詞須解釋為包括列印、平板印刷、影印及以清晰和非臨時形式再現或複製詞句或數字的其他模式，或受限於及根據法規及其他適用法律、規則及規例允許的範圍，任何代替書面的可見形式（包括電子通訊），或部分採用一種可見形式而部分採用另一種可見形式的再現或複製詞句的模式，包括電子書寫或展示（例如數碼文件或電子通訊），惟相關文件或通告的送達方式與股東的選擇均符合所有適用的法規、規則及規例；
- (f) 凡提述任何法例、條例、法規或法定條文須解釋為提及其當時有效的任何法定修改或重定；
- (g) 除上文所述外，法規中的詞彙及表述若非與文意主題相抵觸，須具有本細則中界定的涵義；

- (h) 凡提述簽署或簽立的文件（包括但不限於書面決議案）包括提述以親筆或加蓋印章或電子簽名或電子通訊或任何其他方式簽署或簽立的文件（包括但不限於書面決議案），凡提述通告或文件包括以任何數碼、電子、電氣、磁性或其他可檢索形式或媒介中記錄或儲存的通告或文件，及無論是否具有實體的可見資料；
- (i) 開曼群島電子交易法第8條及第19條（經不時修訂）倘施加此等細則所載以外的責任或規定，則該法例將不適用於此等細則；
- (j) 對於股東在電子會議或混合會議中發言的權利之提述，應包括透過電子設施以口頭或書面方式向會議主席提出問題或作出陳述的權利。若該等問題或陳述能被出席會議的全部或部分人員（或僅由會議主席）聽見或看見，則該項權利應視為已正式行使，在此情況下，會議主席應透過口頭或以電子設施書面方式，逐字向出席會議的所有人員轉達該等問題或陳述；
- (k) 凡提述會議：(a)應指以本細則允許的任何方式召開及舉行的會議，且就法規以及本細則的所有目的而言，透過電子設施出席及參與會議的任何股東或董事應被視為出席該會議，而出席及參與應按此詮釋；及(b)在適當情況下，應包括根據第64E條由董事會延期舉行的會議；
- (l) 凡提述某人士參與股東大會事務，包括但不限於及（倘相關）（包括倘為法團，透過正式授權代表）發言或溝通、表決、由受委代表代表及以印刷本或電子形式查閱法規或本細則規定須在會上提供的所有文件的權利，而參與股東大會事務應按此詮釋；
- (m) 凡提述電子設施，包括但不限於網站地址、網絡研討會、網絡廣播、視頻或任何形式的電話會議系統（電話、視頻、網絡或其他）；
- (n) 倘股東為法團，則本細則中凡提述股東，如文義所指，應指該股東的正式授權代表；

- (o) 除非文義另有所指，對「印刷」、「已印刷」或「印刷副本」及「印刷」的任何提述，應視為包括電子版本或電子副本；
- (p) 對於「地點」一詞的任何提述，僅適用於需要或與實體地點相關的情境。對公司或股東而言，有關款項的送達、接收或支付的「地點」提述，並不排除使用電子方式進行送達、接收或支付。為免生疑義，有關會議情境下的「地點」提述，應包括實體、電子或混合會議形式，惟須符合適用法律及法規的規定。有關會議通知、休會、延期或其他「地點」的提述，亦應在適用情況下解釋為包括虛擬平台或電子通訊方式。如「地點」一詞脫離語境、不必要或不適用，該提述可予以忽略，而不影響有關條文的有效性或解釋；及
- (q) 本細則所提述的所有表決權均不包括庫藏股份所附帶的表決權。

## 股本

- 3. (1) 本公司股本於本細則生效日期分為每股面值為0.001港元／美元的股份。
- (2) 在公司法、本公司章程大綱及章程細則及（倘適用）上市規則及／或任何有管轄權的監管當局的規則及法規的規限下，本公司有權購買或以其他方式收購其本身股份，而有關權力須由董事會根據及遵照其全權酌情認為適當之條款及條件，按其全權酌情認為適當之方式行使，而就公司法而言，董事會決定之購買方式須被視為已獲本細則授權。本公司據此獲授權根據公司法可就此授權作此用途從資本或任何其他賬目或資金中撥付款項購買其股份。在不違反公司法、上市規則及／或任何有權監管機構規則的前提下，本公司亦獲授權可持有任何已回購、贖回或交回的股份作為庫藏股份，而無需就每一次情況另行通過董事會決議。
- (3) 在遵守上市規則以及任何其他有管轄權的監管當局的規則及法規的情況下，本公司可就任何人士購買或擬購買本公司任何股份或相關事宜提供財務幫助。
- (4) 董事會可接納任何已繳足股款股份在無需對價的情況下交回。
- (5) 不得發行不記名股份。

## 更改股本

4. 本公司可根據公司法不時以普通決議案的方式變更組織章程大綱的條件，以：
  - (a) 按決議案訂明的金額增加本公司資本及按決議案訂明的數量拆分股份；
  - (b) 將本公司所有或任何資本合併及分為多於現有股份數量的股份；
  - (c) 將本公司股份分為若干類別，及在不損害先前授予現有股份持有人任何特殊權利的情況下，分別賦予其任何優先、遞延、限制性或特殊權利、特權、條件或在本公司未於股東大會上作出任何有關決定的情況下可由董事作出的限制，惟如本公司發行的股份不附帶表決權，則「無表決權」一詞應出現在有關股份的名稱中；如股本包括具有不同表決權的股份，各股份類別的名稱中(除附帶最優先表決權的股份外)還必須包括「限制表決」或「有限表決」等詞彙；
  - (d) 將本公司股份或其中任何股份細分為少於本公司組織章程大綱中設定數量的股份(但受公司法規限)，且可透過有關決議案確定，在該細分後股份持有人之間，一份或多份股份享有本公司有權賦予未發行或新股的任何優先、遞延或其他權利或受到相對其他股份的限制；及
  - (e) 註銷在決議案通過之日任何人士尚未收取或未同意收取的任何股份，並按經註銷的股份金額削減其股本或在無面值股份的情況下，減少分拆本公司資本所得的股份數量。
5. 董事會可按其認為適宜的方式處理按上一條細則合併及拆分股份導致的任何困難，特別是在不損害上述條文一般性的原則下，可就零碎股份發出證書，或安排銷售代表零碎股份的股份，及按適當比率分配銷售的淨收益(減去該銷售開支之後)予有權獲得零碎股的股東。為此，董事會可授權一些人士將代表零碎股份的股份轉讓予他們的購買方，或決議為著本公司的利益而將該等淨收益支付予本公司。相關購買方不必理會購買資金的使用，其股份所有權亦不受銷售程序中任何違規或無效性的影響。
6. 經公司法規定的任何確認或同意後，本公司可不時透過特別決議案以法律允許的任何方式削減股本或任何股本贖回儲備或其他不可分派儲備。

7. 除非發行條件或本細則另行規定，透過創設新股籌集的任何資本須被視為猶如其構成本公司原始資本的一部分，且該等股份須受本細則中關於支付催繳股款及分期付款、轉讓及傳轉、充公、留置、註銷、交還、表決及其他的條文規限。

### 股份權利

8. 在公司法及本公司章程大綱及章程細則規定及任何股份或類別股份持有人獲賦予之任何特別權利的規限下，董事會可決定發行具備或附有該等權利或限制（不論是否關於股息、投票權、資本退還或其他）之本公司任何股份（不論是否構成現有股本之一部分）。
9. 受公司法條文、上市規則及本公司組織章程大綱及細則，以及授予任何股份持有人的或賦予任何股份類別的任何特殊權利規限，股份可按其可能須或按本公司或持有人的選擇須以董事會認為合適的條款及方式（包括從資本產生）贖回的條款發行。

### 權利變動

10. 受公司法規限並在不損害細則第8條的情況下，附屬於股份或任何類別股份的所有或任何特別權利，可不時（無論本公司是否處於清算狀態）經該類已發行股份面值不少於四分之三的持有人書面同意，或經該類股份持有人於另行召開的類別股東大會上通過特別決議案而予以更改、修訂或廢止，惟該類股份的發行條款另有規定者除外。本細則關於本公司股東大會的所有條文須變通適用於所有另行召開的股東大會，但：
- (a) 必要法定人數（包括於會議延期後的會議上）須由兩名持有或代表不少於三分之一該類已發行股份面值的人士或其代表（若股東為法團，乃其獲正式授權的代表）構成（不包括庫藏股份）；及
- (b) 該類別股份的每個持有人有權就其持有的每股股份投一票。
11. 除該等股份所附權利或發行條款另有明文規定外，授予任何股份或股份類別持有人的特殊權利不得被視為因設立或發行與其享有同等權益的其他股份而變更、修改或廢除。



## 股份

12. (1) 在公司法、本細則、本公司於股東大會上作出的任何指示及（在適用情況下）上市規則的規限下，及在不損害當其時隨附於任何股份或任何股份類別的任何特殊權利或限制的原則下，本公司的未發行股份（無論是否構成原始或任何增加資本的一部分）須由董事會處置。董事會可絕對酌情決定根據有關條款及條件，以有關代價於有關時間向有關人士發售、分配、授予期權或以其他方式處置股份，但任何股份均不得較其面值折讓發行。當就股份作出或授予任何分配、發售、期權或處置時，本公司及董事會均無義務向股東或註冊地址位於任何特定地區或多個地區的其他人士作出或提供任何分配、發售、期權或股份，而於該等特定地區或多個地區，在缺乏登記表或其他特定手續的情況下，董事會認為上述行為會或可能屬非法或不切實可行。無論出於任何目的，因上述行為而受影響的股東不得成為或被當作獨立股東類別。
- (2) 董事會可發行權證或可換股證券或類似性質的證券，賦予持有人按董事會可不時確定的條款認購本公司資本中任何類別的股份或證券的權利。
13. 本公司可就發行任何股份行使公司法所賦予或許可的一切支付佣金及經紀佣金的權力。在公司法規限下，佣金可以支付現金或配發全部或部分繳足股份或部分以現金而部分以配發全部或部分繳足股份方式支付。
14. 除非按法例規定，否則概無任何人士會因持有任何置於任何信託的股份而獲本公司確認，且本公司毋須或不須在任何方面對任何股份或股份的任何零碎部分的任何衡平、或有、日後或部分權益或（僅除細則或法例另有規定者外）有關任何股份的任何其他權利（登記持有人的整體絕對權利除外）作出確認（即使已發出通告）。
15. 在公司法及本細則規限下，董事會可於配發股份後但於任何人士記入股東名冊作為持有人前任何時候，確認承配人以某一其他人士為受益人放棄獲配股份，並給予股份承配人權利以根據董事會認為適合的條款及條件並在其規限下令該放棄生效。



## 股票

16. 發行的每張股票均須蓋有印章或印章的摹印本或印上印章，並須指明數目及級別及其相關的特定股份數目（如有）及就此繳足的股款，以及按董事會可能不時釐定的方式作出其他規定。除非董事另行決定，只有獲董事授權或由具備法定授權之合適高層職員簽署方可於股票上加蓋或打印本公司印章。發行的股票概不能代表一類以上的股份。董事會可議決（無論一般情況或任何特定情況）任何有關股票（或其他證券的證書）上的任何簽名毋須為親筆簽名惟可以若干機印方式加蓋或加印於該等證書上。
17.
  - (1) 倘若干人士聯名持有股份，則本公司毋須就此發行一張以上的股票，而向該等聯名持有人的其中一位送交股票即屬足夠地向所有該等持有人送交股票。
  - (2) 倘股份以兩位或以上人士名義登記，則於股東名冊內排名首位的人士視為接收通告的人士，並在細則規定下，就有關本公司的全部或任何其他事項（股份轉讓除外）而言，視為該股份的唯一持有人。
18. 於配發股份後，作為股東記入本公司股東名冊的每位人士須有權免費就所有該等任何一類股份獲發一張股票，或就首張以上的每張股票支付董事會不時釐定的合理實際開支後就一股或多股股份獲發多張股票。
19. 股票須於公司法規定或指定證券交易所不時釐定（以較短者為準）配發或（本公司當時有權拒絕登記且並無登記於股東名冊的轉讓除外）向本公司遞交轉讓後的相關時限內發行。
20.
  - (1) 於每次轉讓股份後，轉讓人所持股票須予放棄以作註銷並即時作相應註銷，並向該等股份的承讓人發出新股票，其費用規定載於本細則(2)段。倘所放棄股票中所載股份的任何部分由轉讓人保留，則會由轉讓人向本公司支付上述費用後，就餘下股份向其發出新股票。
  - (2) 上文(1)段所指費用應為不高於指定證券交易所不時所釐定有關最高款額的數額，惟董事會可隨時就該費用釐定較低款額。

21. 倘股票遭損壞或塗污或聲稱已遺失、失竊或銷毀，則於提出要求及支付有關費用（指定證券交易所可能釐定的應付最高款額或董事會可能釐定的較低數額）後，並須符合有關證據及賠償保證，以及支付本公司於調查該等證據及準備董事會認為適合的賠償保證時的成本或合理實付開支，及就損壞或塗污而言，向本公司遞交原有股票的條款（如有），本公司可向有關股東發出代表相同數目的新股票，惟倘已發出股份付款單，則不會發出新的股份付款單，以取代原已遺失者，除非董事並無合理疑問地信納原有股份付款單已遭銷毀。

### 留置權

22. 對於有關股份已於指定時間作出催繳或有應付的全部款項（無論是否目前應付者），則本公司對每股股份（未繳足股款）擁有首要留置權。另外，對於該股東或其承繼人目前應向本公司支付全部款項（無論該等款項於向本公司發出有關該股東以外任何人士的任何衡平或其他權益的通告之前或之後產生，及無論付款或履行付款責任的期間是否已實質到來，且即使該等款項為該股東或其承繼人與任何其他人士（無論是否股東）的共同債務或責任），則本公司對以該股東（無論是否聯同其他股東）名義登記的每股股份（未繳足股款）擁有首要留置權。本公司於股份的留置權應延展至有關該等股份的全部股息或其他應付款項。董事會可不時（就一般情況或就任何特定情況而言）放棄已產生的任何留置權或宣佈任何股份全部或部分豁免遵守本細則的規定。
23. 在細則規限下，本公司可以董事會釐定的方式出售本公司擁有留置權的任何股份，惟除非存在留置權股份的某些款額目前應付或存在留置權股份有關的負債或協議須要現時履行或解除，且直至發出書面通告（聲明及要求支付現時應付的款項或指明負債或協議及要求履行或解除負債或協議及通告有意出售欠繳股款股份）已送呈當時的股份登記持有人或因其身故或破產而有權收取的人士後十四(14)個足日已屆滿，否則不得出售。
24. 出售所得款項淨額由本公司收取，並用於支付或解除存在留置權股份目前應付的負債或責任，而任何餘額須（在出售前股份中存在並非目前應付的負債或責任的類似留置權規限下）支付予出售時對股份擁有權利的人士。為令任何有關出售生效，董事會可授權某一人士轉讓所出售股份予買家。買家須登記為獲轉讓股份的持有人，且其毋須理會購買款項的運用情況，其就該等股份的所有權概不會因出售程序不合規則或不具效力而受影響。

## 催繳股款

25. 在細則及配發條款規限下，董事會可不時向股東催繳有關彼等所持股份的任何尚未繳付的款項（不論為股份面值或溢價），且各股東應（獲發不少於十四(14)個足日的通告，其中指明繳付時間及地點）向本公司支付該通告所要求繳交的催繳股款。董事會可決定全部或部分延後、延遲或撤回催繳，惟股東概無權作出任何的延後、延遲或撤回，除非獲得寬限及優待則另當別論。
26. 催繳股款視為於董事會通過授權催繳的決議案時作出，並可按全數或以分期方式繳付。
27. 即使受催繳股款人士其後轉讓受催繳股款的股份，仍然對受催繳股款負有責任。股份的聯名持有人須共同及個別負責支付所有催繳股款及其到期的分期付款或有關的其他款項。
28. 倘若股東未能於指定付款日期前或該日繳付催繳股款，則欠款股東須按董事會釐定的利率（不得超過年息百分之二十(20%)）繳付由指定付款日期起至付款日期止有關未繳款項的利息，惟董事會可全權酌情豁免繳付全部或部分利息。
29. 於股東（無論單獨或聯同任何其他人士）付清應向本公司支付的已催繳股款或應付分期付款連同應計利息及開支（如有）前，該股東概無權收取任何股息或紅利或（無論親自或委任代表）出席任何股東大會及於會上投票（除非作為另一股東的受委代表）或計入法定人數或行使作為股東的任何其他特權。
30. 於有關收回任何催繳到期款項的任何訴訟或其他法律程序的審訊或聆訊中，根據細則，作為應計負債股份的持有人或其中一位持有人記錄於股東名冊，作出催繳的決議案正式記錄於會議記錄，及催繳通告已正式發給被起訴的股東，即屬證明被起訴股東名稱的足夠證據；且毋須證明獲委任作出催繳的董事，亦毋須證明任何其他事項，惟上述事項的證明應為該負債具決定性的證據。
31. 於配發時或於任何指定日期就股份應付的任何款項（無論按面值或溢價或作為催繳股款的分期付款）視為已正式作出催繳及應於指定付款日期支付，及倘並未支付，則細則規定的應用情況應為猶如該款項已因正式作出催繳及通告而成為到期應付。

32. 於發行股份時，董事會可就承配人或持有人需付的催繳股款及付款時間的差異作出安排。
33. 董事會可在其認為適當情況下收取股東願就所持股份墊付的全部或任何部分未催繳、未付款或應付分期股款（無論以貨幣或貨幣等值形式），而本公司可按董事會決定的利率（如有）支付此等預繳款項的利息（直到此等預繳款項成為當前應就所持股份繳付的款項為止）。就還款意圖向有關股東發出不少於一(1)個月通告後，董事會可隨時償還股東所墊付的款項，除非於通告屆滿前，所墊付款項已全數成為該等股份的受催繳股款。預先支付的款項不會賦予有關股份持有人參與其後就股份所宣派股息的權利。

### 沒收股份

34. (1) 倘催繳股款於其到期應付後仍不獲繳付，則董事會可向到期應付的股東發出不少於十四(14)個足日的通告：
- (a) 要求支付未繳付款額連同一切應計利息及計至實際付款日期的利息；及
- (b) 聲明倘該通告不獲遵從，則該等已催繳股款的股份須予沒收。
- (2) 如股東不依有關通告的要求辦理，則董事會其後隨時可通過決議案，在按該通告的要求繳款及就該款項支付應付利息前，將該通告所涉及的股份沒收，而該項沒收包括於沒收前就沒收股份已宣派而實際未獲派付的一切股息及分紅。
35. 倘任何股份遭沒收，則須向沒收前該等股份的持有人送呈沒收通告。發出通告方面有任何遺漏或疏忽不會令沒收失效。
36. 董事會可接受任何須予沒收股份交回，及在該情況下，細則中有關沒收的提述包括交回。
37. 遭沒收的任何股份須視為本公司的財產，且可按董事會釐定的條款及方式予以銷售、重新分配或以其他方式出售予有關人士，銷售、重新分配及出售前任何時候，該沒收可按董事會釐定的條款由董事會廢止。



38. 股份被沒收人士不再為被沒收股份的股東，惟仍有責任向本公司支付於沒收股份當日該股東就該等股份應付予本公司的一切款項，連同（在董事酌情要求下）按董事會釐定的利率（不得超過年息百分之二十(20%)），由沒收股份日期起至付款日期止有關款項的利息。倘董事會認為適當，董事會可於沒收當日強制執行有關支付，而不會扣除或扣減遭沒收股份的價值，惟本公司已獲支付全額的有關股份全部有關款項，則其責任亦告終止。就本細則而言，根據股份發行條款於沒收日期後的指定時間應付的任何款項（無論為股份面值或溢價）（即使該時間尚未到來）視為於沒收日期應付，且該款項應於沒收時即成為到期及應付，惟只須就上述指定時間至實際付款日期期間支付其利息。
39. 董事或秘書宣佈股份於特定日期遭沒收即為具決定性的事實證據，藉此，任何人士不得宣稱擁有該股份，且該宣佈須（倘有必要由本公司簽立轉讓文件）構成股份的妥善所有權，且獲出售股份的人士須登記為該股份的持有人，而毋須理會代價（如有）的運用情況，其就該股份的所有權概不會因股份沒收、銷售或出售程序有任何不合規則或不具效力而受影響。倘任何股份已遭沒收，則須向緊接沒收前股份登記於其名下的股東發出宣佈通告，及沒收事宜須於該日隨即記錄於股東名冊。發出通告或作出任何記錄方面有任何形式的遺漏或疏忽均不會令沒收失效。
40. 即使已作出上述沒收，在任何遭沒收股份銷售、重新分配或以其他方式出售前，董事會可隨時准許遭沒收股份按支付所有催繳股款及其應收利息及就該股份已產生開支的條款及其認為適當的其他條款（如有）購回。
41. 沒收股份不應損及本公司對該股份已作出的任何催繳或應付分期付款的權利。
42. 細則有關沒收的規定應適用於不支付根據股份發行條款於指定時間已成為應付的任何款項（無論為股份面值或溢價）（猶如該等款項已因正式作出催繳及通告成為應付）的情況。

## 股東名冊

43. (1) 本公司須存置一本或以上股東名冊，並於其內載入下列資料，即：
- (a) 各股東名稱及地址、其所持股份數目及類別及就該等股份已支付或同意視為已支付的股款；
  - (b) 各人士記入股東名冊的日期；及
  - (c) 任何人士不再為股東的日期。
- (2) 本公司可存置一本海外或本地或居於任何地方股東的其他分冊，而董事會於決定存置任何有關股東名冊及其存置所在的登記處時，可訂立或修訂有關規例。
44. 股東名冊及於香港存置的股東名冊分冊（視情況而定）須於辦公時間內至少兩(2)個小時免費供股東查閱；或在辦事處或按照公司法存置的名冊所在其他地點，供已繳交最高費用2.50港元或董事會規定的該等較少金額，或（倘適用）於登記處供已繳交最高1.00港元或董事會規定的該等較少金額費用的人士查閱。經在任何指定證券交易所規定的報刊登載通告或以該指定證券交易所可接受的任何電子方式發出通告後，本公司之股東名冊（包括任何海外或本地或其他股份類別的分名冊）可由董事會決定在任何時間或時段內關閉，每年總共不得超過三十(30)日，且可為一般性關閉或就任何股份類別而關閉。如經股東以普通決議批准，該三十(30)日之期間可就任何年度再延長一段或多段期間，但總共不得超過三十(30)日。

App.A1  
20

## 記錄日期

45. 受上市規則所規限，即使細則有任何其他規定亦然，本公司或董事可釐定任何日期為：
- (a) 釐定有權收取任何股息、分派、配發或發行的記錄日期；
  - (b) 釐定有權收取本公司任何股東大會通告及於本公司任何股東大會上投票股東的記錄日期。



## 股份轉讓

46. (1) 在細則規限下，任何股東可以一般或通用的格式或董事會批准的任何其他格式的轉讓文件轉讓其全部或任何股份。該等文件可以親筆簽署，或如轉讓人或承讓人為結算所或其代理人，則可以親筆或機印方式簽署或董事會不時批准的其他方式簽署轉讓。
- (2) 儘管上文第(1)款有任何規定，只要任何股份在指定證券交易所上市，有關該等上市股份的所有權可根據適用於該等上市股份的法律及現行或將適用的上市規則作為證明及轉讓。本公司就其上市股份所設的股東名冊（不論是主名冊或分名冊）可透過記錄公司法第40條所要求的資料而保存為非可讀形式，只要該等記錄符合適用於該等上市股份的法律及現行或將適用的上市規則。
47. 轉讓文件須由轉讓人及承讓人雙方或其代表簽署（惟董事會在認為適合的情況下有權酌情豁免承讓人簽署轉讓文件）。不影響上一條細則的規定，在一般情況或在特殊情況下，董事會亦可應轉讓人或承讓人的要求，接受機印方式簽署的轉讓文件。在股份承讓人登記於股東名冊前，轉讓人仍得視為股份的持有人。該等細則概無妨礙董事會確認獲配發人以某一其他人士為受益人放棄獲配發或臨時配發的任何股份。
48. (1) 董事會可全權酌情且毋須給予任何理由拒絕登記將未繳足股份轉讓予其不認可的人士或根據僱員股份獎勵計劃發行予僱員而其轉讓仍受限制的股份轉讓，此外，董事會並可（在不損及上述一般性的情況下）拒絕登記將任何股份轉讓予多於四(4)位的聯名股份持有人或本公司擁有留置權的未繳足股份的轉讓。
- (2) 股本概不得轉讓予嬰兒或精神不健全的人士或喪失法律能力的人士。
- (3) 在任何適用法例允許下，董事會可全權酌情隨時及不時將總冊的股份轉至分冊，或將分冊的股份轉至總冊或其他分冊。倘作出任何轉移，要求作出轉移的股東須承擔轉移成本（除非董事會另有決定）。
- (4) 除非董事會另行同意（該同意可能按董事會不時全權酌情釐定的條款及條件作出，且董事會（毋須給予任何理由）可全權酌情作出或收回該同意），否則不可將總冊的股份轉至分冊或將分冊的股份轉至總冊或任何其他分冊。與分冊的股份有關的所有轉讓文件及其他所有權文件須提交有關注冊辦事處登記，而與總冊的股份有關的所有轉讓文件及其他所有權文件則須提交辦事處或按照公司法存置總冊的其他地區登記。

49. 在不限制上一條細則的一般性情況下，董事會可拒絕確認任何轉讓文件，除非：
- (a) 已就股份轉讓向本公司支付任何指定證券交易所規定須支付的最高數額或董事會不時規定的較低數額費用；
  - (b) 轉讓文件僅有關一類股份；
  - (c) 轉讓文件連同有關股票及董事會合理要求以證明轉讓文件有權轉讓股份的憑證（及倘轉讓文件由其他人士代表簽署，則須同時送交授權該人士的授權書）一併送交辦事處或依照公司法存置總冊的其他地點或登記處（視情況而定）；及
  - (d) 轉讓文件已正式蓋上釐印（如有需要）。
50. 倘董事會拒絕登記任何股份的轉讓，則須於向本公司提交轉讓要求之日起計兩(2)個月內分別向轉讓人及承讓人發出拒絕通告。
51. 透過公告或電子通訊或於任何報章以廣告方式或根據任何指定證券交易的規定就此以任何其他方式發出通告後，可暫停辦理股份或任何類別股份的過戶登記，其時間及限期可由董事會決定，惟在任何年度內股東名冊的暫停登記期間合共不得超過完整三十(30)日。如經股東以普通決議批准，該三十(30)日之期間可就任何年度再延長一段或多段期間，但總共不得超過三十(30)日。

### 股份過戶

52. 倘股東身故，則其一位或以上尚存人（倘死者為聯名持有人）及其遺產代理人（倘其為單一或唯一尚存持有人）將為就擁有其於股份中權益而獲本公司認可的唯一人士；惟本細則概無解除已故股東（無論單獨或聯名）的財產就其單獨或聯名持有任何股份的任何責任。
53. 因股東身故或破產或清盤而有權擁有股份的任何人士於出示董事會可能要求的所有權證據後，可選擇成為股份持有人或提名他人登記為股份的承讓人。倘其選擇成為持有人，則須以書面通知本公司登記處或辦事處（視情況而定），以令其生效。倘其選擇他人登記，則須以該人士為受益人執行股份轉讓。細則有關轉讓及登記股份轉讓的規定須適用於上述通告或轉讓，猶如該股東並無身故或破產及該通告或轉讓乃由該股東簽署。

54. 因股東身故或破產或清盤而有權擁有股份的人士應有權獲得相同於倘其獲登記為股份持有人而有權獲得的股息及其他利益。然而，倘董事會認為適當，董事會可扣起有關股份的任何應付股息或其他利益的支付，直至該人士成為股份的登記持有人，或獲實質轉讓該等股份，惟倘符合細則第72(2)條規定，該人士可於會上投票。

### 無法聯絡的股東

55. (1) 在不損及本公司根據本條細則第(2)段的權利情況下，倘有關支票或付款單連續兩次不獲兌現，則本公司可停止郵寄股息權益支票或股息單。然而，本公司有權於有關支票或付款單首次出現未能送遞而遭退回後即停止郵寄股息權益支票或股息單。
- (2) 本公司有權以董事會認為適當的方式出售無法聯絡股東的任何股份，惟只在下列情況下，方可進行出售：
- (a) 有關股份的股息相關的所有支票或付款單（合共不少於三份有關應以現金支付予該等股份持有人款項於有關期間按細則許可的方式寄發）仍未兌現；
  - (b) 於有關期間屆滿時，據本公司所知，本公司於有關期間內任何時間並無接獲任何有關該股東（即該等股份的持有人或因身故、破產或因法律的施行而擁有該等股份的人士）存在的消息；及
  - (c) 本公司（如上市規則規定）已向該等股東或細則第54條下有權獲得股份的任何人士的最後登記地址所屬地區的報章及每日報章刊登通告，並通知其出售該等股份的意圖，且在適用情況下，已根據指定證券交易所的規定進行刊登，且自刊登廣告之日起計三(3)個月或指定證券交易所允許的較短期間經已屆滿。

就上文而言，「有關期間」指本細則(c)段所述刊登廣告之日前十二(12)年起至該段所述屆滿期間止的期間。

- (3) 為令任何有關出售生效，董事會可授權某一人士轉讓上述股份，而由或代表該人士簽署或以其他方式簽立的轉讓文件的效力等同於由登記持有人或獲轉送股份而獲有權利的人士簽立的轉讓文件，且買家毋須理會購買款項的運用情況，其就該等股份的所有權概不會因出售程序不合規則或不具效力而受影響。任何出售所得款項淨額將撥歸本公司所有，本公司於收訖該款項淨額後，即欠負該位本公司前股東一筆相等於該項淨額的款項。概不會就該債項設立信託，亦不會就此支付利息，而本公司毋須對自所得款項淨額（可用於本公司業務或本公司認為適當的用途）中賺取的任何款項作出交代。即使持有所出售股份的股東身故、破產或出現其他喪失法律能力或行事能力的情況，有關本細則的任何出售仍須為有效及具效力。

## 股東大會

56. 本公司的股東週年大會須就每個財政年度舉行一次，惟採納本細則當年之財政年度除外，且有關股東週年大會應於本公司財政年度結束後六(6)個月內舉行（除非較長期間並無違反上市規則的規定（如有））。 App. A1  
14(1)
57. 股東週年大會以外的各次股東大會均稱為股東特別大會。所有股東大會（包括股東週年大會、任何續會或延會）可在董事會全權酌情決定的世界任何地方以實體會議舉行及如細則第64A條規定在一個或多個地點以混合會議或電子會議的方式舉行。 App. A1  
14(6)(a)
58. 董事會可於其認為適當的任何時候召開股東特別大會。於提交有關要求當日持有本公司不少於十分之一已繳股本（不包括庫藏股份）且享有於本公司股東大會上以每股一票基準投票權的任何一名或多名股東，均有權隨時向董事會或本公司秘書提交書面要求，要求董事會召開股東特別大會以處理該等要求中列明的任何事項或決議案；且該大會應於遞呈該要求後兩(2)個月內舉行。倘遞呈後二十一(21)日內，董事會未有召開該大會，則遞呈要求人士可自發僅於一個地點（即主要會議場地）召開實體會議，而遞呈要求人士因董事會未有召開大會而合理產生的所有開支應由本公司向要求人作出償付。 App. A1  
14(5)



## 股東大會通告

59. (1) 股東週年大會須以發出不少於足二十一(21)日之通告召開。所有其他股東大會(包括股東特別大會)則須以不少於足十四(14)日之通告召開，惟倘上市規則許可，根據公司法在徵求下列人士同意下，可於較短之通知期限召開股東大會：App. A1  
14(2)
- (a) 如為召開股東週年大會由全體有權出席及投票的本公司股東；及
- (b) 倘屬任何其他大會，則須取得有權出席大會及於會上表決之大多數股東(即合共持有大會上所有股東之總表決權不少於百分之九十五(95%)之大多數股東)同意。
- (2) 通告須註明(a)會議時間及日期；(b)(除電子會議外)會議地點以及倘董事會根據細則第64A條決定一個以上會議地點，則會議的主要場地(「主要會議場地」)；(c)倘股東大會為混合會議或電子會議，則通告須就此載有相關聲明，並附有以電子方式出席及參與會議所需的電子設施詳情，或本公司將於會議舉行前在何處提供相關詳情；及(d)將在會議上考慮之決議案詳情。召開股東週年大會的通告亦須註明上述資料。各次股東大會的通告須寄發予所有股東、因股東身故或破產或清盤而取得股份的所有人士及各董事及核數師，惟按照細則或所持股份的發行條款規定無權收取本公司該等通告者除外。
60. 意外遺漏發給大會通告或(倘連同通告寄發委任代表文件)寄發委任代表文件，或並無收到該通告或委任代表文件，則有權收取該通告的任何人士不得令任何已獲通過的決議案或該大會的議程失效。

## 股東大會議程

61. (1) 於股東特別大會上所處理的一切事務，均須當作特別事務，而於股東週年大會上所處理的一切事務，亦須當作特別事務，下述事務除外：
- (a) 宣佈及批准股息；
- (b) 審議及採納賬目、資產負債表、董事與核數師的報告書以及要求附於資產負債表的其他文件；
- (c) 透過輪換或其他方式選舉董事接替退任董事；

- (d) 委任核數師（如公司法未要求就該委任意向發出特別通告）及其他高級人員；及
- (e) 授予董事購回本公司證券的任何授權或權限。

(2) 除非法定人數於開始處理事務時即出席，否則於任何股東大會上概不處理委任會議主席之外的任何事務。兩(2)名有權進行投票及親自或委派受委代表出席的股東，或（僅就法定人數而言）兩名獲結算所委派為授權代表或受委代表的人士，須於任何方面構成法定人數。

62. 如於指定的會議時間之後三十(30)分鐘（或會議主席決定等待不超過一個小時的較長時間）內，未有法定人數出席，而該會議乃應股東的請求而召開，則該會議即須解散。如屬任何其他情況，該會議須延期至下星期的同一日於同一時間及（倘適用）相同場地舉行，或延期至會議主席（或如無會議主席，則為董事會）可能全權決定的其他時間及（倘適用）場地並以細則第57條所述形式及方式舉行。如於指定舉行續會的時間之後半小時內，未有法定人數出席，則該會議即須解散。

63. (1) 本公司主席（如超過一名主席出席，則按他們協定當中任何一人，或如未能達成有關協定，則與會董事須於他們當中推選一人）須以主席身份主持每次股東大會。如於任何會議上，主席於指定舉行會議的時間之後十五(15)分鐘內仍未出席，或其不願意擔任會議主席，則本公司副主席（如超過一名副主席出席，則按他們協定當中任何一人，或如未能達成有關協定，則與會董事須於他們當中推選一人）擔任會議主席。如主席或副主席皆未出席，或其不願意擔任會議主席，則與會董事須於他們當中推選一人擔任會議主席，或者如僅有一名董事出席，如其願意則擔任會議主席。如無董事出席或出席的各董事均拒絕擔任會議主席，或所選主席應退任，則親自或由正式授權代表或委派代表出席並有表決權的股東，須於與會股東中推選一人擔任會議主席。

(2) 如以任何形式舉行的股東大會之主席以電子設施參與該股東大會（此舉屬被允許），而該主席無法繼續透過該等電子設施參與會議，則應由另一人（依照上文第63(1)條確定）擔任會議主席，直至原會議主席能夠再次透過該電子設施參與該股東大會為止。



64. 在細則第64C條的規限下，主席可（無須會議同意）或須依照會議指示，將會議休會至另一時間（或無限期）及／或地點及／或以另一形式（實體會議、混合會議或電子會議）繼續舉行，但於任何休會後的會議上不得處理除原會議如未休會時可依法處理的事項以外的任何事項。如會議延期十四(14)日或以上，須發出至少七(7)個足日的續會通告，列明細則第59(2)條所載詳情，惟毋須於該通告內載明續會所處理事務的性質及將要處理事務的一般性質。除以上所述外，毋須發出續會通告。
- 64A. (1) 董事會可全權酌情安排有權出席股東大會的人士，於董事會全權酌情決定的一個或多個地點（「會議地點」）透過電子設施同時出席及參與股東大會。以上述方式出席及參與會議的任何股東或任何受委代表，或透過電子設施出席及參與電子會議或混合會議的任何股東或受委代表，均被視為出席會議並計入會議法定人數。
- (2) 所有股東大會均須受以下情況所規限，及（倘適用）本第(2)分段對「股東」的所有提述，均須包括受委代表：
- (a) 當股東出席會議地點及／或在混合會議的情況下，倘會議已於主要會議場地開始，則會議將被視為已開始；
  - (b) 親身或由受委代表於會議地點出席的股東及／或透過電子設施出席及參與電子會議或混合會議的股東，應計入有關會議的法定人數，並有權於會上表決，而該會議應屬妥為召開及其議事程序應為有效，惟前提是會議主席須信納於整個會議期間備有充足電子設施，以確保於所有會議地點的股東及透過電子設施參與電子會議或混合會議的股東均能夠參與所召開會議的事務；
  - (c) 當股東於其中一個會議地點親身出席會議及／或當股東透過電子設施參與電子會議或混合會議，電子設施或通訊設備（因任何原因）出現故障，或安排出現任何其他失誤，致使在主要會議場地以外的會議地點的股東無法參與所召開會議的事務，或在電子會議或混合會議的情況下，儘管本公司已提供足夠的電子設施，但一名或多名股東或受委代表無法使用或繼續使用電子設施，將不會影響會議或所通過的決議案或會上進行的任何事務或根據該等事務採取的任何行動的有效性，惟前提是整個會議期間須有法定人數出席；及

- (d) 倘任何會議地點與主要會議場地不在同一司法管轄區及／或在混合會議的情況下，本細則中有關送達及發出會議通告以及遞交代表委任表格時間的規定，須參照主要會議場地而應用；而在電子會議的情況下，遞交代表委任表格的時間須於會議通告中註明。

64B. 董事會及（於任何股東大會上）會議主席可不時作出其全權酌情認為屬適當的安排，以管理於主要會議場地、任何會議地點出席及／或參與及／或表決及／或透過電子設施參與電子會議或混合會議（不論是否涉及發出門券或若干其他身份識別方法、密碼、留座、電子表決或其他方式），並可不時更改任何有關安排，惟前提是根據有關安排無權親身或由受委代表於任何會議地點出席的股東將有權於其中一個其他會議地點出席會議；而任何股東於有關會議地點出席會議或續會或延會的權利，須受當時可能生效的任何有關安排及指明適用於會議的會議或續會或延會通告所規限。

64C. 倘股東大會主席認為：

- (a) 主要會議場地或可出席會議的其他會議地點的電子設施就細則第64A(1)條所述目的而言變得不足夠，或在其他方面不足夠使會議可大致上按照會議通告所載規定進行；或
- (b) 在電子會議或混合會議的情況下，本公司提供的電子設施變得不足夠；或
- (c) 無法確定出席人士的意見或給予所有有權出席的人士合理機會於會議上溝通及／或表決；或
- (d) 於會議上發生暴力或暴力威脅、違規行為或其他干擾，或無法確保會議適當有序地進行；

則在不損害會議主席根據本細則或普通法可能擁有的任何其他權力的情況下，主席可在毋須取得大會同意的情況下，於會議開始之前或之後及不論是否有法定人數出席，全權酌情決定中斷或延後會議（包括無限期延會）。所有於延會前在會議上處理的事務均屬有效。

- 64D. 董事會及（於任何股東大會上）會議主席可在董事會或會議主席（視情況而定）認為屬適當的情況下作出任何安排及施加任何規定或限制，以確保會議安全及有序地進行（包括但不限於規定出席會議人士須出示身份證明、搜查彼等的個人財物及限制可帶進會議場地的物品、釐定可於會議上提出問題的數目、次數及時間）。股東亦須遵守會議舉行場所的擁有人施加的所有規定或限制。根據本條細則作出的任何決定均為最終及具決定性，而拒絕遵守任何有關安排、規定或限制的人士可能會被拒絕進入會議會場或被逐出（實體或電子）會議。
- 64E. 倘於發出股東大會通告後但於會議舉行前，或於會議延期後但於續會舉行前（不論是否須發出續會通告），董事全權酌情認為按召開會議通告註明的日期或時間或場地或透過電子設施舉行股東大會因任何理由而屬不適當、不可行、不合理或不適宜，彼等可在毋須股東批准的情況下更改或延後會議至另一日期、時間及／或場地進行及／或更改電子設施及／或更改會議形式（實體會議、電子會議或混合會議）。在不損害前述條文的一般性原則下，董事有權於召開股東大會的每一份通告中規定相關股東大會可自動延後而毋須另行通知的情況，包括但不限於在會議當日任何時間八號或以上颱風信號或黑色暴雨警告生效或出現其他類似事件。本條細則須受下列各項規限：
- (a) 倘會議如此延後，本公司須盡力在切實可行的情況下盡快於本公司網站上登載有關延期的通告（惟未能登載該通告並不影響會議的自動延期）；
  - (b) 倘僅更改通告內註明的會議形式或電子設施，董事會須按其釐定的方式通知股東有關更改的詳情；
  - (c) 倘會議根據本條細則延期或更改，在遵照細則第64條及不影響該條的情況下，除非原有會議通告已註明，否則董事會須釐定延期或更改會議的日期、時間、場地（倘適用）及電子設施（倘適用），並須以董事會可能釐定的方式通知股東有關詳情；此外，倘所有代表委任表格於延會舉行時間前不少於48小時按本細則規定收到，則所有代表委任表格均屬有效（除非已撤銷或已由新代表委任表格取代）；及
  - (d) 倘有待於延期或更改的會議上處理的事務與向股東傳閱的原股東大會通告所載者相同，則毋須就有待於延期或更改的會議上處理的事務發出通告，亦毋須再次傳閱任何隨附文件。

- 64F. 所有尋求出席及參與電子會議或混合會議的人士均有責任維持足夠的設施以讓其能夠出席及參與會議。在細則第64C條的規限下，任何人士未能透過電子設施出席或參與股東大會，均不會導致該會議的議事程序及／或所通過的決議案無效。
- 64G. 在不影響細則第64條的其他規定的情況下，實體會議亦可透過電話、電子或其他允許所有參與會議人士彼此同時及即時互通訊息的通訊設施舉行，而參與此類形式會議應構成親身出席該會議。
65. 如擬對任何審議決議案進行修訂，而會議主席真誠裁定該修訂違反會議程序，則實質決議案的程序不應因該裁定中的任何錯誤而無效。如決議案正式擬定為特別決議案，任何情況下概不得審議或投票對其進行修訂（修正明顯錯誤的文書修訂除外）。

## 表決

66. (1) 在任何股份按照或根據本細則於當時隨附任何投票特權或限制之規限下，於任何股東大會上如以投票方式表決，則每名親身出席之股東或受委代表可就每持有一股繳足股份投一票，惟就此而言，在催繳股款時或以分期方式繳足或入賬列為繳足的股款不會被視作已繳股款。提呈大會表決的決議案將以投票方式表決，除非（在實體會議的情況下）大會主席本著真誠准許就純粹與程序或行政事宜有關之決議案以舉手方式表決，在該情況下，每名親身出席之股東或受委代表可投一票，惟倘超過一名受委代表獲身為結算所（或其代名人）之股東委任，每名受委代表可於舉手表決時投一票。就本細則而言，程序及行政事宜指(i)並無列入股東大會議程或本公司可能向其股東發出的任何補充通函者；及(ii)涉及主席維持會議有序進行的職責者及／或令會議事項獲適當有效處理，同時讓全體股東均有合理機會表達意見者。表決（不論以舉手表決或投票方式進行）可透過董事或會議主席所決定的方式作出，包括電子方式或其他方式。

Ch. 13  
39(4)

App. A1  
19

App. A1  
14(6)(b)



- (2) 在實體會議的情況下，倘准許以舉手方式表決，在宣佈舉手表決結果之前或之時，下述人士可要求以投票方式表決：
- (a) 當時有權於大會投票之至少三名親身出席之股東或受委代表；或
  - (b) 親身出席或受委代表出席並代表不少於全體有權於大會表決之股東總表決權十分之一之一名或以上股東；或
  - (c) 親身出席受委代表出席並持有賦予權利於大會表決之本公司股份且實繳股款總額不少於全部賦予該項權利股份實繳股款總額十分之一之一名或以上股東。

由作為股東代表的人士提出的要求，應被視為由股東提出的要求。

67. 若決議案以舉手方式表決，否則主席宣佈決議案獲通過或一致通過或以特定大多數通過或未能獲特定大多數通過或未獲通過，並記錄於本公司記錄簿冊後，即為有關事實的不可推翻證據，而毋須證明該項決議案所獲得的贊成票或反對票的數目或比例。投票表決的結果應視為會議的決議案。本公司僅須按照上市規則所要求作出的披露，就投票表決的數據作出披露。
68. 於投票表決時，可親身或由受委代表作出。
69. 於投票表決時，有權投一票以上的人士毋須盡投其票或以同一方式投票。
70. 所有提交大會的問題須獲得過半數的票數方可作出決定，除非本細則或公司法要求獲得大多數票數。如票數均等，會議主席除可投任何其他票外，有權投第二票或決定票。
71. 如屬任何股份的聯名持有人，任何一名聯名持有人可（不論親自或委派代表）就該股份表決，猶如其為唯一有權表決者，惟倘多於一名聯名持有人出席任何大會，則較優先的持有人（不論親自或委派代表）方有權表決，其他聯名持有人均不得表決，就此而言，排名先後乃按其就聯名持有股份於股東名冊的排名次序而定。就本條細則而言，已故股東（任何股份以其名義登記）的多名遺囑執行人或遺產管理人應視為股份的聯名持有人。

72. (1) 就任何目的而言有精神疾病的股東，或由任何具有管轄權的法院出於保護或管理無能力管理其本身事務的人士的個人事務而作出的命令所涉及的股東，可由其財產接管人、受託監管人、財產保佐人，或由法院所指定具有財產接管人、受託監管人或財產保佐人性質的其他人士作出表決，任何此等接管人、受託監管人、財產保佐人或其他人士均可委派代表代為表決，亦可以其他方式行事，猶如就股東大會而言，有關人士被視作該等股份的登記持有人，惟須於大會或續會或延會（視情況而定）指定舉行時間不少於四十八(48)小時前，向辦事處、總部或登記處（視情況而定）提交董事會可能要求聲明表決權人士的授權證據。
- (2) 根據細則第53條有權登記為任何股份持有人的任何人士，可於任何股東大會以相同方式就該等股份表決，猶如其為該等股份的登記持有人，惟其須於擬表決的大會或續會或延會（視情況而定）舉行時間至少四十八(48)小時前，令董事會信納彼於有關股份的權利，或董事會已事先承認其就有關股份於該大會表決的權利。
73. (1) 除非董事會另有決定，否則於股東已正式登記及已就本公司股份支付目前應付的所有催繳或其他款項前，概無權出席任何股東大會並於會上表決及計入大會法定人數。
- (2) 所有股東均有權(a)於股東大會上發言；及(b)於股東大會上表決，惟個別股東根據上市規則須就批准審議的事項放棄表決除外。 App. A1  
14(3)
- (3) 如本公司知悉任何股東根據上市規則須就本公司的某項特定決議案放棄表決，或被限制僅可表決贊成或僅可表決反對本公司某項特定決議案，則該股東或其代表於違反該項規定或限制投下的任何表決一概不予計算。 App. A1  
14(4)
74. 如：
- (a) 任何人對表決者的資格提出異議；或
- (b) 原不應予以點算或原應予否定的任何投票已點算在內；或
- (c) 原應予以點算的任何投票並無點算；



則除非異議或錯誤於作出或投下遭異議表決或發生錯誤的大會或（視情況而定）續會或延會上提出或指出，否則該異議或錯誤不會使大會或續會或延會有關任何決議案的決定無效。任何異議或錯誤應交由大會主席處理，只有當主席裁定該異議或錯誤可能已對大會決定產生影響時，方會令大會有關任何決議案的決定無效。主席就該等事項作出的決定應為最終及不可推翻的。

## 委任代表

75. 凡有權出席本公司大會並於會上表決的股東，均有權委任另一名人士作為其受委代表代其出席及表決。持有兩股或以上股份的股東可委任多於一名受委代表代替其出席本公司股東大會或類別大會並代其投票。受委代表毋須為本公司股東。此外，代表個人或法團股東的一名或多名受委代表均有權以該股東名義行使該股東可行使的相同權力。 App. A1  
18  
App. A1  
19
76. 委任代表文書形式可由董事會決定，包括電子形式或其他形式；如董事會未作出決定，則該文書應為書面形式，可包括電子書寫，並由委任人或其經正式授權的律師簽署，或如委任人為公司，則應加蓋公司印章或由公司高級職員、律師或其他獲授權簽署該文書的人士簽署。由其高級人員聲稱代表法團簽署的委任代表文書視為（除非出現相反的情況）該高級人員已獲正式授權代表法團簽署委任代表文書，而毋須提供進一步的事實證據。 App. A1  
18
77. (1) 本公司可全權酌情提供電子地址用作收取有關股東大會受委代表的任何文件或資料（包括任何受委代表文據或委任受委代表的邀請書、顯示委任受委代表有效性或其他有關委任受委代表所需的任何文件（不論本細則有否規定）以及終止受委代表授權的通知）。倘提供有關電子地址，本公司將被視為已同意任何有關文件或資料（誠如上文所述與委任代表有關）可透過電子方式發送至該地址，惟須受下文所規定者及本公司於提供地址時註明的任何其他限制或條件所規限。在不受限制的情況下，本公司可不時釐定任何有關電子地址可一般用於該等事宜或專門用於特定會議或目的，而在此情況下，本公司可就不同目的提供不同電子地址。本公司亦可就傳送及接收該等電子通訊施加任何條件，包括（為免存疑）施加本公司可能指定的任何保安或加密安排。倘根據本條細則須發送予本公司的任何文件或資料以電子方式發送予本公司，而倘有關文件或資料並非由本公司以根據本條細則提供的指定電子地址收取，或倘本公司並無就收取有關文件或資料指定任何電子地址，則有關文件或資料不會被視為有效交付或送達本公司。

- (2) 委任代表文書及(倘董事會要求)據以簽署委任代表文書的授權書或其他授權文件(如有)或經公證人簽署證明的授權書或授權文件副本,須於該文書所指名的人士擬投票的大會或其續會或延會指定舉行時間不少於四十八(48)小時前,送達召開大會通告或其附註或任何隨附文件內就此目的可能指定的有關地點或其中一個有關地點(如有),或(倘並無指明地點)送達登記處或辦事處(如適用),或(倘本公司已遵照前段所述提供電子地址)送達所指定的電子地址。委任代表文書內指定為簽立日期的日期起計十二(12)個月屆滿後,委任代表文書即告失效,惟原訂於由該日期起計十二(12)個月內舉行大會的續會或延會則除外。交回委任代表文書後,股東仍可出席所召開的大會並於會上表決,在此情況下,委任代表文書視為已撤銷。

78. 委任代表文書須以任何一般格式或董事會可能批准的其他格式(惟不排除使用兩種格式)及倘董事會認為適當,董事會可隨任何大會通告發出大會適用的代表委任表格。委任代表文書須視為賦予授權就於大會(就此發出委任代表文書)提呈有關決議案的任何修訂按受委代表認為適當者表決。委任代表文書須(除非出現與其中所列相反的情況)對與該文書有關的大會的任何續會或延會同樣有效。董事會可在一般情況或任何特定情況下決定將委任代表文書視為有效,即使尚未根據本細則的規定收取委任文書或本細則規定的任何資料。在上述規定的規限下,倘委任代表文書及本細則規定的任何資料並無以本細則所載方式收取,則獲委任人士無權就有關股份表決。
79. 按照委任代表文書的條款作出的表決,即使委託人於表決前身故或精神失常,或撤銷委任代表文書,或撤銷據以簽立委任代表文書的權限,該表決仍屬有效;但如於行使該代表權的大會或續會或延會開始之前至少兩(2)小時,本公司的辦事處或登記處(或召開大會通告或其他隨附文件內可能列明送交委任代表文書的有關其他地點)已接獲前述身故、精神失常或撤銷等事情的書面提示,則屬例外。
80. 股東根據本細則可由其受委代表進行的任何事項均可同樣由其正式授權代表進行,且本細則有關受委代表及委任代表文據的條文於加以必要的變通後須適用於有關任何該等授權人及據以委任授權人的文書。

## 法團由代表代其行事

81. (1) 身為股東的任何公司可透過董事或其他權力機構的決議案，授權其認為合適的人士作為其有關本公司任何股東大會或任何類別股東大會的代表。獲授權的人士有權代其所代表的法團行使權力，該等權力與該法團假若是個人股東時本可行使的權力一樣，且就本細則而言，倘獲授權的人士親自出席任何有關大會，該法團即被視為親自出席 App. A1  
18
- (2) 倘結算所 (或其代名人) (屬法團) 為股東，則可授權其認為適合的人士擔任其代表，以出席本公司任何大會或任何類別股東大會，惟 (倘授權多於一名人士) 該授權須指明每名獲授權代表所代表的股份數目及類別。根據本細則的規定獲授權的各人士須視為已獲正式授權，而毋須提供進一步的事實證據，有權代表中央結算系統 (或其代名人) 行使與其為本公司所持股份的登記持有人相同的權利及權力，包括發言及投票的權利，並在允許以舉手表決的情況下，擁有以個人身份參與舉手表決的權利。 App. A1  
19
- (3) 本細則有關法團股東的正式授權代表的任何提述應指根據本條細則的規定獲授權的代表。

## 股東書面決議案

82. 就本細則而言，一份由當時有權接收本公司股東大會通告且出席併表決的所有人士或其代表簽署的書面決議案 (或採用該等方式指明 (不論明示或暗示) 無條件批准)，應視作本公司股東大會正式通過的決議案及如此通過的特別決議案。任何此類決議案均應被視為已於經最後一名股東簽署該決議案的日期舉行的會議上通過。如該決議案述明某一日期為任何股東的簽署日期，該陳述即可作為表面證據，證明該決議案於該日期由該股東簽署。該等決議案可由多份類似文件組成，每一份文件可由一名或多名相關股東簽署。

## 董事會

83. (1) 除非本公司於股東大會上另行決定，董事人數不可少於兩(2)名。除非股東不時於股東大會另行決定，董事人數不應設有上限。董事首次須由組織章程大綱之簽署人或其大多數及其後根據細則第84條為此目的選出或委任。董事的任期可由股東決定，或倘無明確任期，則任期根據細則第84條而定或直至其繼任者獲選出或委任或其職位被撤銷為止。
- (2) 於細則及公司法的規限下，本公司可透過普通決議案推選任何人士為董事，以填補董事會臨時空缺或增加現有董事會人數。
- (3) 董事有權不時及隨時委任任何人士為董事，以填補董事會臨時空缺或增加現有董事會人數。任何如此獲委任的董事應任職至其獲委任後的首個本公司股東週年大會，之後有資格膺選連任。 App. A1  
4(2)
- (4) 董事或替任董事毋須持有本公司的任何股份以符合資格，且並非股東的董事或替任董事（視情況而定）有權接收本公司股東大會及本公司所有類別股份的任何股東大會的通告並出席大會及發言。
- (5) 不論本細則或於本公司與相關董事所訂立的協議是否有相反規定，股東均可於根據本細則召開或舉行的股東大會上藉普通決議案，於董事（包括董事總經理或其他執行董事）任期屆滿前任何時間將其罷免（但不損害就任何相關協議下的損害賠償提出申索的權利）。 App. A1  
4(3)
- (6) 根據上文第(5)分段的條文罷免董事而導致的董事會空缺，可於罷免此董事的會議上，透過股東的普通決議案推選或委任董事填補此空缺。
- (7) 本公司可於股東大會上不時透過普通決議案增加或減少董事會成員，但董事會成員無論如何不得少於兩(2)人。



## 董事退任

84. (1) 不論本細則其他任何條文如何規定，於每屆股東週年大會上，當時三分之一（或如董事的人數並非三(3)的倍數，則為最接近但不少於三分之一的人數）的董事須輪值退任，惟每名董事於股東週年大會上每三年須至少退任一次。 App. 14  
B.2.2
- (2) 退任董事有資格膺選連任，並應於其退任的大會上繼續擔任董事。輪值退任的董事應包括（就確定輪值退任董事數目而言屬必需）願意退任且不再重選連任的任何董事。如此退任的其他董事應為自上次連任或委任起計在任最長而須輪值退任的其他董事，惟倘有數名人士於同日出任或連任董事，則將行退任的董事（除非彼等另有協議）應由抽籤決定。根據細則第83(3)條獲委任的任何董事於釐定輪值退任的特定董事或董事數目時不應考慮在內。
85. 除於會上退任的董事外，任何人如未獲董事推薦，均無資格於任何股東大會上獲選出任董事之職，除非由正式合資格出席大會並於會上表決的股東（並非擬參選人士）簽署通告，其內表明建議提名該人士參選的意向，並附上所提名人士簽署表示願意參選的通告，送至總部或登記處而發出該等通告的期間最少須為七(7)日，如該等通告於寄髮指定進行有關選舉的股東大會通告後發出，發出該通告的期間應於寄髮指定舉行有關選舉的股東大會的有關通告翌日開始，並不遲於該股東大會舉行日期前七(7)日結束。 Ch. 13.70

## 喪失董事資格

86. 董事如有下述情形，即須撤任董事職位：
- (1) 以書面通告送呈本公司辦事處或於董事會會議上提交辭任通告呈辭；
- (2) 精神不健全或身故；
- (3) 未經董事會特別批准而連續六個月缺席董事會會議，且其替任董事（如有）於該期間並無代其出席會議，而董事會議決將其撤任董事職位；
- (4) 破產或獲指令被全面接管財產或被停止支付款項或與債權人達成還款安排協議；

- (5) 法律禁止其出任董事；或
- (6) 因法規任何條文須停止出任董事或根據本細則遭罷免。

### **執行董事**

- 87. 董事會可不時委任當中一名或多名成員出任董事總經理、聯席董事總經理或副董事總經理或出任本公司任何其他職位或行政主管職位，任期（受限於其出任董事的持續期間）及條款由董事會決定，董事會並可撤回或終止該等委任。上述的任何撤回或終止委任不影響該董事向本公司提出或本公司向該董事提出的任何損害申索。根據本條細則獲委任的董事須受與有關本公司其他董事相同的免任規定規限，倘其因任何原因終止出任董事，則應（受其與本公司所訂立任何合約條文規限）依照事實及即時終止出任該職位。
- 88. 即使細則第93、94、95及96條另有規定，根據細則第87條獲委職務的執行董事應收取由董事會不時釐定的酬金（不論以薪金、佣金、分享利潤或其他方式或以全部或任何該等方式）及其他福利（包括退休金及／或體恤金及／或其他退休福利）及津貼，作為其董事酬金以外的酬勞或代替其董事酬金。

### **替任董事**

- 89. 任何董事均可於任何時間藉向辦事處或總部發出通告或於董事會會議上委任任何人士（包括其他董事）作為其替任董事。獲委任的任何人士均擁有其獲委替任的該名或該等董事的所有權利及權力，惟該名人士於決定是否達到法定人數時不得被計算多於一次。替任董事可由作出委任的人士或團體於任何時間免任，除此之外，替任董事的任期將持續至發生如其本身為董事時將導致其撤任的事件時或其委任人因任何原因終止為董事時為止。替任董事的委任或免任須經由委任人簽署通告並交付辦事處或總部或於董事會會議上呈交，方始生效。替任董事本身亦可出任董事，並可擔任一名以上董事的替任人。如其委任人有所要求，替任董事有權於與作出委任的董事相同的範圍內，代替該董事接收董事會會議或董事委員會會議的通告，並有權在作為董事的範圍內出席作出委任的董事未有親自出席的任何上述會議及於會議上表決，以及一般於上述會議行使及履行其委任人作為董事的所有職能、權力及職責，而就上述會議的議程而言，本細則將猶如其為董事般適用，惟於其替任一名以上董事的情況下其表決權可累積除外。



90. 替任董事僅就公司法而言為董事，於履行其獲委替任的董事的職能時，僅受公司法與董事職責及責任有關的條文所規限，並單獨就其行為及過失向本公司負責，而不被視為作出委任的董事的代理。替任董事有權訂立合約以及於合約或安排或交易中享有權益並從中獲取利益，並於猶如其為董事的相同範圍內（加以必要的變通）獲本公司付還開支及作出彌償，但其以替任董事的身份無權向本公司收取任何董事袍金，惟按其委任人可能向本公司發出通告不時指示原應付予委任人的該部分（如有）酬金除外。
91. 擔任替任董事的每名人士可就其替任的每名董事擁有一票表決權（如其亦為董事，則於其本身的表決權以外）。如其委任人當其時不在香港或因其他原因未可或未能行事，替任董事簽署的任何董事會或委任人為成員的董事委員會書面決議案應與其委任人簽署同樣有效，除非其委任通告中有相反規定則除外。
92. 如替任董事的委任人因任何原因不再為董事，替任董事將因此事實終止為替任董事，然而，該替任董事或任何其他人士可由董事再委任為替任董事，惟如任何董事於任何會議上退任但於同一會議上獲重選，則根據本細則作出而緊接該董事退任前有效的任何替任董事委任將繼續有效，猶如該董事並無退任。

### 董事袍金及開支

93. 董事一般酬金應不時由本公司於股東大會釐定，並應（除非就此表決的決議案另行指示）按董事會協定的比例及方式分配予各董事，如無協定則由各董事平分；惟倘董事任職期間僅佔支付酬金有關的期間的一部分，則僅可按其在任時間的比例收取酬金。該酬金應視為按日累計。
94. 每名董事可獲償還或預付所有由於出席董事會會議或董事委員會會議或股東大會或本公司任何類別股份或債權證的獨立會議或因履行董事職務所合理支出或預期支出的一切旅費、酒店費及其他雜費。
95. 任何董事應要求為本公司前往海外或居留或提供董事會認為超逾董事一般職責的服務，董事會可決定向該董事支付額外酬金（不論以薪金、佣金、分享利潤或其他方式支付），作為任何其他條細則所規定或根據任何其他條細則規定的一般酬金以外或代替該一般酬金的額外酬勞。
96. 董事會於向本公司任何董事或前董事作出付款以作為離職補償或退任代價或退任有關付款（並非董事按合約可享有者）前，須於股東大會取得本公司批准。

## 董事權益

97. 董事可：

- (a) 於在任董事期間兼任本公司的任何其他有酬勞之職位或職務（但不可擔任核數師），其任期及條款由董事會決定。董事可就任何其他有酬勞之職位或職務而獲支付的任何酬金（無論以薪金、佣金、分享溢利或其他方式支付），應為任何其他細則所規定或根據任何其他細則以外的酬金；
- (b) 由本身或其商號以專業身份（核數師除外）為本公司行事，其或其商號並可就專業服務獲取酬金，猶如其並非董事；
- (c) 繼續擔任或出任由本公司創辦的或本公司作為賣方、股東或其他身份而擁有權益的任何其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或其他高級人員或股東，且毋須交代其因出任該等其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理、高級人員或股東或在該等其他公司擁有權益而收取的酬金、利潤或其他利益。倘本細則另有規定，董事可按其認為適當的方式就各方面行使或促使行使本公司持有或擁有其他任何公司的股份所賦予的或其作為該其他公司的董事可行使的投票權（包括投票贊成任命董事或其中任何一位為該其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或高級人員的決議案，或投票贊成或規定向該其他公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或高級人員支付酬金）。儘管任何董事可能或即將被委任為該公司的董事、董事總經理、聯席董事總經理、副董事總經理、執行董事、經理或其他高級人員及就此可能在以上述方式行使投票權時有利害關係，其仍可以上述方式行使投票權投贊成票。

98. 在公司法及本細則的規限下，任何董事或被推薦或即將出任的董事不應因與本公司訂立合約，不論是有關其任何獲利職務或崗位的任期，或作為賣方、買方或任何其他形式，而被取消資格。而任何該等合約或該等董事在任何方面擁有利益的任何其他合約或安排將不會失效，或該董事亦無須就該等合約或持有該等職位或受託關係而獲得的酬金、利潤或其他福利而向本公司或股東交代，除非該董事根據細則第99條規定披露彼於其中擁有權益的任何合約或安排中的權益性質。

99. 倘董事獲悉本人在本公司訂定或擬訂定的合約或安排於任何方面擁有任何直接或間接權益，應在董事會第一次開會考慮該合約或安排時，聲明其權益性質（倘該董事當時已知悉其權益）。倘該董事事後才知悉，則在其知悉後的第一次董事會會議聲明。就本條細則而言，倘董事對董事會發出一般性通告，並列明：

- (a) 其為某特定公司或商號的股東，並應視作對本公司在通告日期以後與該公司或商號訂立的合約或安排中擁有權益；或
- (b) 其應被視作對本公司於通告日期以後與某特定人士（而該人士對該董事有關連）訂立的合約或安排擁有權益；

則應視作根據本條細則對任何有關合約或安排作出充份的權益聲明，但該通告要在董事會會議中發出或其發出後該董事採取合理的步驟以求該通告在下一輪董事會會議被提呈及閱讀的情況下方算有效。

100. (1) 董事不得就批准其或其緊密聯繫人擁有重大權益的任何合約或安排或任何其他建議的任何董事會決議案表決（或計入法定人數），但該項禁制不適用於任何下列事宜：

Ch.13.44

(i) 就以下情況提供任何抵押或彌償保證：—

- (a) 就董事或其緊密聯繫人應本公司或其任何附屬公司的要求，或為本公司或其任何附屬公司的利益借出的款項或招致或承擔的責任，而給予該董事或其緊密聯繫人；或
- (b) 就董事或其緊密聯繫人本身為本公司或其任何附屬公司的債項或債務承擔全部或部分責任（不論為根據一項擔保或彌償保證而獨自或共同或以具抵押的方式作出承擔），而給予第三方；

(ii) 有關提呈本公司或本公司可能發起或擁有權益的任何其他公司的股份或債權證或其他證券以供認購或購買，而董事或其緊密聯繫人於參與包銷或分包銷發售建議中擁有權益或將擁有權益的任何建議；

- (iii) 有關本公司或其附屬公司的僱員利益的任何建議或安排，包括：
  - (a) 接納、修訂或執行任何僱員股份計劃或董事或其緊密聯繫人可能從中受益的任何股份獎勵或購股權計劃；或
  - (b) 接納、修訂或執行涉及董事、其緊密聯繫人及本公司或其任何附屬公司僱員的養老金或退休、死亡或殘疾福利計劃，而該等計劃並無給予任何董事或其緊密聯繫人任何與涉及該計劃或基金的類別人士一般不獲賦予的特權或利益；
- (iv) 董事或其緊密聯繫人僅因其於本公司股份或債權證或其他證券擁有權益，而與本公司的股份或債權證或其他證券的其他持有人以相同方式擁有其權益的任何合約或安排。

- (2) 倘於任何董事會會議上就董事（大會主席除外）或其聯繫人權益的重要性或就任何董事（大會主席除外）的投票權利而產生任何問題，而有關問題未能以該名董事自願同意放棄投票解決，有關問題須轉介大會主席，而其就有關其他董事所作出的判決將屬最終決定，惟倘有關董事所知悉涉及董事及／或其聯繫人的權益的性質或範圍並未向董事會全面披露則除外。倘任何上述問題涉及大會主席，則有關問題須以董事會決議案方式議決（就此而言該名主席將不得就有關決議案投票），而有關決議案將為最終決定，惟倘有關主席所知悉其權益的性質或範圍並未向董事會全面披露則除外。

### **董事會的一般權力**

- 101. (1) 本公司業務由董事會管理及經營，董事會可支付本公司成立及註冊所招致的所有開支，並可行使根據法規或本細則並無規定須由本公司於股東大會行使的本公司所有權力（不論關於本公司業務的管理或其他方面），惟須受法規及本細則的規定以及本公司於股東大會所制定而並無與上述規定抵觸的規例所規限，但本公司於股東大會制定的規例不得使如無該等規例原屬有效的任何董事會過往行為成為無效。本條細則給予的一般權力不受任何其他細則給予董事會的任何特別授權或權力所限制或限定。



- (2) 任何在一般業務過程中與本公司訂立合約或交易的人士，有權倚賴由任何兩名董事共同代表本公司訂立或簽立（視情況而定）的任何書面或口頭合約或協議或契據、文件或文據，而且上述各項應視為由本公司有效訂立或簽立（視情況而定），並在任何法律規則的規限下對本公司具約束力。
- (3) 在不損害本細則所賦予一般權力的情況下，謹此明確聲明董事會擁有以下權力：
- (a) 給予任何人士權利或選擇權，以於某一未來日期要求按面值或可能協定的溢價向其配發任何股份；
  - (b) 給予任何董事、本公司高級人員或受僱人在任何特定業務或交易中的權益，或參與當中的溢利或本公司的一般溢利，以上所述為薪金或其他報酬之外或作為替代；及
  - (c) 在公司法條文規限下，議決本公司取消在開曼群島登記及在開曼群島以外的指名司法管轄區存續。
- (4) 倘公司條例（香港法例第622章）禁止，本公司不得向董事或其緊密聯繫人直接或間接提供任何貸款，猶如本公司為於香港註冊成立之公司。

只要本公司股份在香港聯合交易所有限公司上市，細則第101(4)條方屬有效。

102. 董事會可在任何地方就管理本公司任何事務而成立任何地區或地方的董事會或代理處，並可委任任何人士出任該等地方董事會的成員或任何經理或代理，並可釐定其酬金（形式可以是薪金或佣金或賦予參與本公司溢利的權利或兩個或以上此等模式的組合）以及支付該等人士因本公司業務而僱用的任何職員的工作開支。董事會可向任何地區或地方董事會、經理或代理轉授董事會獲賦予或可行使的任何權力、授權及酌情權（其催繳股款及沒收股份的權力除外）連同再作轉授的權力，並可根據法例授權任何該等董事會的成員填補當中任何空缺（而不論空缺是否存在）。上述任何委任或權力轉授均可按董事會認為合適的條款及條件規限而作出，而董事會可罷免如上文所述委任的任何人士以及可撤回或更改該等權力轉授，但以誠信方式行事的人士在並無通告撤回或更改情況下不會受此影響。

103. 董事會可就其認為合適的目的，藉加蓋印章的授權委託書委任任何公司、商號或人士或一組不固定的人士（不論由董事會直接或間接提名），在其認為合適的期間內及在其認為合適的條件規限下，作為本公司的受託代表人，具備其認為合適的權力、授權及酌情權（不超過董事會根據本細則獲賦予或可行使者）。任何上述委託授權書中可載有董事會認為合適的規定以用作保障及方便與任何上述受託代表人有事務往來的人士，並可授權任何上述受託代表人再轉授其獲賦予的所有或任何權力、授權及酌情權。如經本公司蓋章授權，該名或該等受託代表人可以其個人印章簽立任何契據或文據而與加蓋本公司印章具有同等效力。
104. 董事會可按其認為合適的條款及條件以及限制，以及在附加於或屏除有關人士本身權力下，向董事總經理、聯席董事總經理、副董事總經理、執行董事或任何董事委託及賦予其可行使的任何權力，並可不時撤回或更改所有或任何該等權力，但以誠信方式行事的人士在並無通告撤回或更改情況下不會受此影響。
105. 所有支票、承兌票據、匯款單、匯票及其他票據（不論是否流通或可轉讓）以及就本公司所收款項發出的所有收據，均須按董事會不時藉決議案決定的方式簽署、開發、承兌、背書或以其他方式簽立（視情況而定）。本公司應在董事會不時釐定的一家或多家銀行開設本公司的銀行賬戶。
106. (1) 董事會可成立或夥同或聯同其他公司（本公司的附屬公司或在業務上有聯繫的公司）成立及自本公司的資金中撥款至任何為本公司僱員（此詞語在此段及下一段使用時包括任何在本公司或其任何附屬公司擔任或曾擔任行政職位或任何受薪職位的董事或前董事）及前僱員及其家屬或任何一個或以上類別的該等人士提供退休金、疾病或體恤津貼、人壽保險或其他福利的任何計劃或基金。
- (2) 董事會可在可撤回或不可撤回的情況下以及在受或不受任何條款或條件所規限下，支付、訂立協議支付或授出退休金或其他福利予僱員及前僱員及其家屬或任何該等人士，包括該等僱員或前僱員或其家屬根據前段所述任何計劃或基金享有或可能享有者以外另加的退休金或福利。任何該等退休金或福利，可在董事會認為適宜的情況下於僱員實際退休之前及預期的期間內或之時或之後任何時間授予僱員。



## 借貸權力

107. 董事會可行使本公司一切權力籌集或借貸款項及將本公司全部或任何部分業務、物業及資產（現時及日後）以及未催繳股本作按揭或抵押，並在公司法規限下，發行債權證、債券及其他證券，作為本公司或任何第三方的債項、負債或責任的十足或附屬抵押。
108. 債權證、債券及其他證券可以藉可轉讓方式作出，而本公司與獲發行人士之間並無有任何衡平權益。
109. 任何債權證、債券或其他證券均可按折讓（股份除外）、溢價或其他價格發行，並可附帶有關贖回、退回、支取款項、股份配發、出席本公司股東大會及於會上投票、委任董事及其他方面的任何特權。
110. (1) 倘已以本公司任何未催繳股本作抵押，而其後接納以該等未催繳股本作抵押的所有人士，應在之前抵押的規限下將之接納，以及無權藉向股東或其他人士發出通告而取得較前抵押優先的地位。  
(2) 董事會須依照公司法條文促使保存一份適當的股東名冊，登記影響本公司特定財產的所有抵押及本公司所發行的任何系列債權證，並須妥為符合公司法所訂明或規定有關登記抵押及債權證的要求。

## 董事會會議議事程序

111. 董事會可舉行會議以處理業務、休會或延會及按其認為適合的其他方式處理會議。於任何會議上提出的問題必須由大多數投票通過。倘贊成與反對的票數相同，會議主席可投第二票或決定票。
112. 董事會會議可應董事要求由秘書召開或由任何董事召開。秘書應於任何董事要求其召開董事會會議的任何時間召開董事會會議。倘以書面或口頭（包括親身或通過電話）或透過電子方式發送至董事不時告知本公司的電子地址或（倘獲收件方同意於網站登載）透過於網站登載或以電話或董事會不時決定之其他方式向有關董事發出董事會會議通告，則該董事會會議通告將視作已正式給予董事。

113. (1) 董事會處理事務所需法定人數可由董事會釐定，除非由董事會釐定為任何其他人數，否則該法定人數為兩(2)人。替任董事在其替任的董事缺席時應計入法定人數之內，但就決定是否已達法定人數而言，其不得被計算多於一次。
- (2) 董事可藉電話會議、電子方式或所有參與會議人士能夠同時及即時彼此互通訊息的其他通訊設備參與任何董事會會議，就計算法定人數而言，以上述方式參與應構成出席會議，猶如該等參與人親身出席。
- (3) 在董事會會議上停止擔任董事的任何董事，在如無其他董事反對下及否則出席董事未達法定人數的情況下，可繼續出席及作為董事行事以及計入法定人數之內，直至該董事會會議終止。
114. 儘管董事會有任何空缺，繼續留任的各董事或單獨繼續留任的唯一董事仍可行事，但如果及只要董事人數減至少於根據或依照本細則釐定的最低人數，則儘管董事人數少於根據或依照本細則釐定的法定人數或只有一名董事繼續留任，繼續留任的各董事仍可就填補董事會空缺或召開本公司股東大會的目的行事，但不得就任何其他目的行事。
115. 董事會可就會議選出一名或多名主席及一名或多名副主席，並釐定其各自的任期。倘並無選出主席或副主席，或倘於任何會議上主席及副主席均未於會議指定舉行時間後五(5)分鐘內出席，則出席的董事可在其中選擇一人擔任會議主席。
116. 具法定人數出席的董事會會議即合資格行使當時董事會獲賦予或可行使的所有權力、授權及酌情權。
117. (1) 董事會可轉授其任何權力、授權及酌情權予由董事或各董事及董事會認為合適的其他人士組成的委員會，並可不時全部或部分及就任何人士或目的撤回該權力轉授或撤銷委任及解散任何該等委員會。如上所述組成的委員會在行使如上所述轉授的權力、授權及酌情權時，須符合董事會可能對其施加的任何規例。
- (2) 任何該等委員會在符合該等規例下就履行其獲委任的目的(但非其他目的)而作出的所有行為，應猶如董事會所作出般具有同等效力及作用，董事會經本公司在股東大會同意下，有權向任何該等委員會的成員支付酬金，以及把該等酬金列為本公司的經常開支。

118. 由兩名或以上成員組成的委員會的會議及議事程序，應受本細則中有關規管董事會會議及議事程序的規定（只要有關規定適用）所管限，而且不得被董事會根據前一條細則施加的規例所取代。
119. 由所有董事（因健康欠佳或身體殘障暫時未能行事者除外）及所有替任董事（倘適用，而其委任人如上所述暫時未能行事）簽署的書面決議案（惟有關人數須足以構成法定人數，而且該決議案的文本已發給或其內容須已知會當其時有權按本細則規定的發出會議通告方式的相同方式接收董事會會議通告的所有董事）具有效力及作用，猶如決議案在妥為召開及舉行的董事會會議上通過。就本條細則而言，董事以任何方式（包括透過電子通訊方式）向董事會發出同意該決議案的書面通知，應被視為其簽署該書面決議案。該決議案可載於一份文件或形式相同的多份文件，每份經由一名或以上董事或替任董事簽署，就此目的而言，董事或替任董事的複製簽署應被視為有效。儘管上文有所規定，於考慮任何與本公司主要股東或董事有利益衝突且董事會已確定該利益衝突屬重大的事宜或事務時，不得以通過書面決議案取代召開董事會會議。
120. 所有由董事會或任何委員會或以董事或委員會成員身份行事的任何人士以誠信方式作出的行為，儘管其後發現董事會或該委員會任何成員或以上述身份行事的人士的委任有若干不妥之處，或該等人士或任何該等人士不符合資格或已離任，有關行為應屬有效，猶如每名該等人士經妥為委任及符合資格及繼續擔任董事或委員會成員。

### 經理

121. 董事會可不時委任本公司的總經理及一名或以上的經理，並可釐定其酬金（形式可以是薪金或佣金或賦予參與本公司溢利的權利或兩個或以上此等模式的組合）以及支付總經理及一名或以上經理因本公司業務而僱用的任何職員的工作開支。
122. 該總經理及一名或以上經理的委任期間可由董事會決定，而董事會可向其賦予董事會認為適當的所有或任何權力。
123. 董事會可按其絕對酌情認為合適的各方面條款及條件與該總經理及一名或以上經理訂立一份或以上協議，包括該總經理及一名或以上經理有權為經營本公司業務的目的委任其屬下的一名或以上助理經理或其他僱員。

## 高級人員

124. (1) 本公司的高級人員包括至少一名主席、董事及秘書以及董事會可能不時釐定的額外高級人員（可以是或不是董事），以上所有人士就公司法及本細則而言均被視為高級人員。
- (2) 董事將盡快於委任或推選各董事後，在董事中選出一名主席；及倘多於一(1)名董事被提議擔任此職務，董事可以其可能釐定的方式推選多於一名主席。
- (3) 高級人員將收取董事不時釐定的酬金。
125. (1) 秘書及額外高級人員（如有）由董事會委任，並按照由董事會決定的條款及任期任職。倘認為合適，可委任兩(2)名或以上人士擔任聯席秘書。董事會並可不時按其認為合適的條款委任一名或以上助理或副秘書。
- (2) 秘書須出席所有股東會議及保存該等會議的正確會議記錄，以及在此目的提供的適當簿冊登錄該等會議記錄。秘書並須履行公司法或本細則指定或董事會可能指定的其他職責。
126. 本公司高級人員須按董事會不時向其作出的轉授而在本公司的管理、業務及事務上具有獲轉授的權力及履行獲轉授的職責。
127. 公司法或本細則中規定或授權由或對董事及秘書作出某事宜的條文，不得由或對同時擔任董事及擔任或代替秘書的同一人士作出該事宜而達成。

## 董事及高級人員名冊

128. 本公司須促使在其辦事處的一本或以上簿冊中保存董事及高級人員名冊，當中須登錄董事及高級人員的全名及地址以及公司法規定或董事可能決定的其他資料。本公司須把該名冊的副本送交開曼群島公司註冊處，並須按公司法規定把董事及高級人員的任何資料變更不時通告上述註冊處。



## 會議記錄

129. (1) 董事會須促使在所提供的簿冊中就以下各項妥為登錄會議記錄：
- (a) 高級人員所有選任及委任；
  - (b) 出席每次董事會會議及任何董事委員會會議的董事的姓名；
  - (c) 每次股東大會、董事會會議及董事委員會會議的所有決議案及議事程序，以及（倘設有經理）經理會議的所有議事程序。
- (2) 會議記錄須由秘書在辦事處保存。

## 印章

130. (1) 本公司應按董事會決定設置一個或以上印章。就於本公司所發行證券的設立或證明文件上蓋章而言，本公司可設置一個證券印章，該印章為本公司印章的副章，另在其正面加刻「證券」字樣或董事會可能批准的其他形式。董事會應保管每一印章，未經董事會授權或董事會委員會為此獲董事會授權後作出授權，不得使用印章。在本細則其他規定的規限下，在一般情況或任何特定情況下，凡加蓋印章的文據須經一名董事及秘書或兩名董事或董事會委任的其他一名或以上人士（包括董事）親筆簽署，惟就本公司股份或債權證或其他證券的任何證書而言，董事會可藉決議案決定該等簽署或其中之一獲免除或以某些機械簽署方法或系統加上。凡以本條細則所規定形式簽立的文件應被視為事先經董事會授權蓋章及簽立。
- (2) 倘本公司設有供海外使用的印章，董事會可藉加蓋印章的書面文件，就加蓋及使用該印章，委任任何海外代理或委員會作為本公司的正式獲授權代理，董事會並可就有關使用施加其認為合適的限制。在本細則內凡對印章作出的提述，在及只要是適用情況下，均被視為包括上述的任何其他印章。



## 文件認證

131. 任何董事或秘書或董事會就此委任的任何人士均可認證任何影響本公司組織章程的文件及任何由本公司或董事會或任何委員會通過的決議案，以及任何與本公司業務有關的簿冊、記錄、文件及賬目，並核證此等文件的副本或摘要為真確副本或摘要，而若有任何簿冊、記錄、文件或賬目置於辦事處以外的地點，負責保管該等文件的本公司地區管理人或其他行政人員將被視為獲董事會委任的行政人員。凡宣稱為本公司或董事會或任何委員會的某項決議案或會議記錄摘要的副本文件，若經上文所述核證，即屬向所有相信該等副本文件並與本公司交涉人士證明有關決議案已獲正式通過或(視實際情況而定)所摘錄會議記錄為正式組成的會議議事程序的真確記錄確證。

## 文件銷毀

132. (1) 本公司有權於下列時間銷毀以下文件：
- (a) 任何已被註銷的股票，可於註銷日期起計一(1)年屆滿後任何時間銷毀；
  - (b) 任何股息授權書或其更改或撤銷或任何變更名稱或地址的通告，可於本公司記錄該授權書、更改、撤銷或通告之日起計兩(2)年屆滿後任何時間銷毀；
  - (c) 任何已登記的股份轉讓文據，可於登記之日起計七(7)年屆滿後任何時間銷毀；
  - (d) 任何配發函件，可於其發出日期起計七(7)年屆滿後銷毀；及
  - (e) 委託授權書、遺囑認證書及遺產管理書的副本，可於有關委託授權書、遺囑認證書及遺產管理書的相關戶口結束後滿七年(7)後的任何時間銷毀；

及被視為本公司利益訂立一項不可推翻的推定，即股東名冊中宣稱根據任何如上所述銷毀的文件作出的每項記載均為妥善及適當地作出，每份如上所述銷毀的股票均為妥善及適當銷毀的有效股票，每份如上所述銷毀的轉讓文據均為妥善及適當登記的有效文據，每份據此銷毀的其他文件依照本公司簿冊或記錄中記錄的文件詳情均為有效的文件，惟：(1)本條細則的上述規定只適用於本著誠信及在本公司未有獲明確通告該文件的保存與申索有關的情況下銷毀的文件；(2)本條細則的內容不得詮釋為對本公司施加責任，使本公司須就早於上述時間銷毀文件或未能符合上述第(1)項限制性條款的條件而負責；及(3)本條細則對銷毀任何文件的提述包括以任何方式處置任何文件。

- (2) 儘管本細則載有任何規定，董事可在適用法例准許下授權銷毀細則第(1)段(a)至(e)分段所列文件以及已經以微型縮影或電子方式由本公司或由股份登記處代本公司儲存的文件及其他與股份登記有關的文件。但本條細則所述規定只有以誠信方式及缺乏明文通告予本公司及其股份登記處有關文件應保存以作索償下方得應用。

### 股息及其他付款

133. 在公司法的規限下，本公司在股東大會可不時宣佈以任何貨幣向股東派付股息，惟股息額不得超過董事會建議宣派的數額。
134. 可動用本公司的溢利（不論屬已變現或未變現）或由溢利中撥出的任何儲備（而董事確定不再需要者），以宣派及派付股息。在普通決議案的批准下，本公司亦可動用根據公司法就此可予批准的股份溢價賬或任何其他資金或賬目，宣派及派付股息。
135. 除非任何股份附有權利或股份的發行條款另有規定，否則：
- (a) 所有股息須按股息所涉股份乃屬已繳足股款的情況而宣派及派付。就本條細則而言，凡在催繳前就股份所繳足的股款將不會被視為該股份的繳足股款；及
- (b) 所有股息均會根據股份在有關派付股息期間任何部分時間內的繳足股款按比例分配及派付。

136. 董事會可不時向股東派付其認為就本公司的溢利而言屬公正的中期股息，特別是（但在不損害前文所述一般情況下）如於任何時間本公司的股本劃分為不同類別，董事會可就本公司股本中賦予其持有人遞延或非優先權利的股份或就賦予其持有人股息方面優先權利的股份派付中期股息，惟在董事會以誠信方式行事的情況下，因就任何附有遞延或非優先權利的股份派付中期股息而令賦予優先權股份的持有人蒙受的損害，董事會毋須負上任何責任。當董事會認為基於溢利情況作出派付乃屬合理，亦可每半年或在任何其他日期就本公司任何股份派付應付的任何定額股息。
137. 董事會可自本公司應派予股東的有關任何股份的任何股息或其他款項中，扣除該股東當時因催繳或其他原因應付予本公司的所有數額（如有）的款項。
138. 本公司毋須承擔本公司所應付有關任何股份的股息或其他款項的利息。
139. 應以現金付予股份持有人的任何股息、利息或其他款項，可以支票或付款單的方式寄往股份持有人的登記地址，或倘為聯名持有人，則寄往股東名冊就有關股份排名最前的股東於股東名冊所示的地址，或寄往持有人或聯名持有人以書面通告的人士及地址。除股份持有人或聯名持有人另有指示外，所有支票或付款單應以只付予抬頭人的方式付予有關的股份持有人或有關股份聯名持有人在股東名冊排名最前者，郵誤風險由彼等承擔，而當付款銀行支付支票或付款單後，即表示本公司已經付款，儘管其後可能發現該支票或付款單被盜或其上任何加簽屬假冒。兩名或多名聯名持有人其中任何一人可就應付有關該等聯名持有人所持股份的股息或其他款項或可分派資產發出有效收據。為免生疑，任何以現金支付的股息、利息或其他款項亦可通過電子轉賬方式支付，其條款及條件由董事可酌情決定。
140. 在宣派後一(1)年未獲認領的一切股息或紅利，董事會可在其被認領前，將其投資或作其他用途，收益撥歸本公司所有。在宣派日期後六(6)年未獲認領的一切股息或紅利，可沒收並撥歸本公司所有。董事會把任何應付或有關股份的未獲認領股息或其他款項付入獨立賬戶，而本公司並不因此成為該款項的受託人。

141. 董事會或本公司於股東大會議決派付或宣派股息時，董事會可進而議決以分派任何種類的特定資產的方式派發全部或部分股息，特別是繳足股份、債權證或可認購本公司或任何其他公司證券的認股權證或任何一種或多種以上方式，而如在分派上產生任何困難，董事會可藉其認為權宜的方式解決，特別是可就碎股發行股票、忽略零碎股份權益或四捨五入計至完整數額，並可就特定資產或其任何部分的分派釐定價值，並可決定基於所釐定的價值向任何股東作出現金付款以調整所有各方的權利，及可在董事會視為適宜時把任何該等特定資產轉歸受託人，以及可委任任何人士代表享有股息的人士簽署任何所需轉讓文據及其他文件，而該委任對股東有效及具約束力。如果在並無辦理登記聲明或其他特別手續的情況下，該資產分派按董事會的意見將會或可能於任何特定一個或多個地區屬違法或不切實可行，則董事會可議決不向登記地址位於該或該等地區的股東提供該等資產，而在此情況下，上述股東只可如上文所述收取現金。因前一句子而受影響的股東不得就任何目的作為或被視為一個獨立的股東類別。
142. (1) 倘董事會或本公司於股東大會議決就本公司的任何類別股本派付或宣派股息，則董事會可進而議決：
- (a) 配發入賬列作繳足的股份以支付全部或部分股息，惟有權獲派股息的股東可選擇收取現金作為股息或部分股息（如董事會如此決定）以代替配發股份。在此情況下，以下規定將適用：
    - (i) 任何有關配發基準由董事會釐定；
    - (ii) 在釐定配發基準後，董事會須向有關股份的持有人發出不少於兩(2)個星期的通告，說明該等持有人獲給予的選擇權利，並須連同該通告送交選擇表格，以及訂明為使填妥的選擇表格有效而須遵循的程序及遞交地點及最後日期及時間；
    - (iii) 可就獲給予選擇權利的該部分股息的全部或部分行使選擇權利；及



- (iv) 就未適當行使現金選擇權的股份（「非選擇股份」）而言，有關股息（或按上文所述藉配發股份支付的該部分股息）不得以現金支付，而為支付該股息，須基於如上所述決定的配發基準向非選擇股份的持有人以入賬列為繳足方式配發有關類別的股份，而就此而言，董事會應把其決定的任何部分本公司未分溢利（包括撥入任何儲備或其他特別賬目、股份溢價賬、資本贖回儲備作為進賬的溢利，但認購權儲備（定義見下文）除外）撥充資本及予以運用，該筆款項可能須用於繳足該等向非選擇股份的持有人按此基準配發及分派的有關類別股份的適當數目；或
- (b) 有權獲派股息的股東可選擇獲配發入賬列作繳足的股份以代替董事會認為適合的全部或部分股息。在此情況下，以下規定將適用：
  - (i) 任何配發基準由董事會釐定；
  - (ii) 在釐定配發基準後，董事會須向有關股份的持有人發出不少於兩(2)個星期的通告，說明該等持有人獲給予的選擇權利，並須連同該通告送交選擇表格，以及訂明為使填妥的選擇表格有效而須遵循的程序及遞交地點及最後日期及時間；
  - (iii) 可就獲給予選擇權利的該部分股息的全面或部分行使選擇權利；及
  - (iv) 就被適當行使股份選擇權的股份（「選擇股份」）而言，有關股息（或獲賦予選項權利的該部分股息）不得以現金支付，取而代之，須基於如上所述決定的配發基準向選擇股份的持有人，以入賬列為繳足方式，配發有關類別股份，而就此而言，董事會應把其決定的任何部分本公司未分配溢利（包括撥入任何儲備或其他特別賬目、股份溢價賬、資本贖回儲備作為進賬的溢利，但認購權儲備（定義見下文）除外）撥充資本及予以運用，該筆款項可能須用於繳足該等向選擇股份的持有人按此基準配發及分派的有關類別股份的適當數目。



- (2) (a) 根據本條細則第(1)段條文配發的股份與當其時已發行的同類別股份(如有)在所有方面享有同等權益，惟僅參與於有關股息派付或宣派之前或同一時間派付、作出、宣派或宣佈的有關股息或任何其他分派、紅利或權利除外，除非當董事會宣佈其擬就有關股息應用本條細則第(1)段(a)或(b)分段的規定時，或當董事會宣佈有關分派、紅利或權利時，董事會訂明根據本條細則第(1)段條文將予配發的股份有權參與該分派、紅利或權利。
- (b) 董事會可作出一切必要或適宜的行動及事宜，以根據本條細則第(1)段的規定實施任何撥充資本事宜，在可分派零碎股份的情況下，董事會有全部權力作出其認為合適的規定(該等規定包括據此彙集全部或部分零碎權益及出售並將所得款項淨額分派予享有權益者，或不理會零碎權益或把零碎權益四捨五入計至完整數額，或零碎權益的利益撥歸本公司而非有關股東所有)。董事會可授權任何人士代表享有權益的所有股東與本公司訂立協議，訂明該撥充資本事宜及附帶事宜，而根據此授權訂立的任何協議均具有效力及對所有有關方具約束力。
- (3) 本公司可在董事會推薦下透過普通決議案就本公司任何特定股息配發入賬列作繳足的股份作為派發全部股息(儘管存在本條細則第(1)段的規定)，而毋須給予股東選擇收取現金股息以代替配發股份的權利。
- (4) 如果在並無辦理登記聲明或其他特別手續的情況下於任何地區提呈本條細則第(1)段下選擇權利及股份配發，按董事會的意見將會或可能屬違法或不切實可行，則董事會可於任何情況下決定不向登記地址位於該地區的股東提供或作出該等選擇權利及股份配發，而在此情況下，上述規定須按此決定閱讀及詮釋，因上一句子而受影響的股東不得就任何目的作為或被視為一個獨立的股東類別。
- (5) 就任何類別股份宣派股息的決議案，不論是本公司在股東大會決議案或董事會決議案，均可訂明該股息應付予或分派予於某一日期收市後登記為該等股份持有人的人士，儘管該日期可以是在通過決議案之日前，就此，股息應按照各自的登記持股量派付或分派，但不損害任何該等股份的轉讓人及受讓人就該股息的權利。本條細則的規定在加以適當修訂後適用於本公司向股東作出的紅利、資本化發行、已變現資本溢利分派或提呈或授出。

## 儲備

143. (1) 董事會須設立一個名為股份溢價賬的賬戶，並須把相等於本公司任何股份發行時所支付溢價金額或價值的款項不時轉入該賬戶作為進賬。除本細則條文另有規定外，本公司可按公司法准許的任何方式運用股份溢價賬。本公司在所有時間均須遵守公司法與股份溢價賬有關的規定。
- (2) 在建議派付任何股息前，董事會可從本公司溢利中提撥其釐定的款項作為儲備。該款項將按董事會酌情釐定，按可適當運用本公司溢利的用途應用，而在作上述用途之前，可按董事會酌情釐定用於本公司業務或投資於董事會不時認為合適的投資項目，因此毋須把構成儲備的投資與本公司任何其他投資分開或單獨處理。董事會亦可以不將該款項存放於儲備，而將其認為審慎起見不應分派的任何溢利結轉。

## 撥充資本

144. (1) 經董事會建議，本公司可於任何時間及不時通過普通決議案，表明適宜將任何儲備或基金（包括股份溢價賬及資本贖回儲備及損益賬）當時的全部或任何部分進賬金額撥充資本（不論有關金額是否可供分派），就此，有關金額將可供分派予如以股息形式分派時原可享有該款項的股東或任何類別股東及按相同比例作出分派，基礎是有關金額並非以現金支付，而是用作繳足該等股東各自持有的本公司股份當時未繳金額，或繳足該等股東將獲以入賬列為繳足方式配發及分派的本公司未發行股份、債權證或其他責任，又或是部分用於一種用途及部分用於另一用途，而董事會並須令該決議案生效，惟就本條細則而言，股份溢價賬及任何資本贖回儲備或屬於未變現溢利的基金，只可用於繳足該等股東將獲以入賬列為繳足方式配發的本公司未發行股份。

- (2) 儘管本細則有任何規定，董事會可議決將當時記入任何儲備或基金（包括股份溢價賬及損益賬）中的全部或任何部分款項資本化，不論該等款項是否可供分派，通過將該等款項用以繳足未發行股份的方式分配予(i)本公司及／或其聯屬公司（指任何直接或經由一個或多個中介機構間接控制本公司、受本公司控制或與本公司受共同控制的任何個人、法人、合夥、協會、股份公司、信託、非法人協會或其他實體（本公司除外））的僱員（包括董事），以讓其行使或獲得根據任何經本公司股東於股東大會通過或批准的股份激勵計劃或僱員福利計劃或其他有關該等人士的安排所授出的任何期權或獎勵時獲配發股份，或(ii)就任何股份激勵計劃或僱員福利計劃或其他有關該等人士的安排而言，向本公司將配發及發行股份的任何信託的受託人。

145. 董事會可按其認為適當的方式，解決根據前一條細則作出分派時產生的任何困難，特別是可就零碎股份發出股票，或授權任何人士出售及轉讓任何零碎股份，或是議決該分派應在實際可行情況下盡量最接近正確但並非確切的比列，或是可完全不理會零碎股份，並可在董事會視為適宜時決定向任何股東作出現金付款以調整所有各方的權利。董事會可委任任何人士代表有權參與分派的人士簽署任何必要或適當的合約以使其生效，該項委任將對股東有效及具約束力。

### **認購權儲備**

146. 在並無遭公司法禁止及符合公司法的情況下，以下條文具有效力：

- (1) 如在本公司發行以認購本公司股份的認股權證附有的任何權利尚可行使時，本公司作出任何行動或參與任何交易，以致按照認股權證的條件規定調整認購價，致使認購價降至低於股份面值，則以下規定將適用：
- (a) 由該行動或交易之日起，本公司按照本條細則的規定，設立及於此後（在本條細則規定規限下）維持一項儲備（「認購權儲備」），其金額在任何時間均不得少於當時所須撥充資本的款項，以於所有未行使認購權獲全數行使而根據下文(c)分段發行及配發入賬列為繳足股份時，用以繳足所須發行及配發額外股份的面額，以及須在該等額外股份全數配發時運用認購權儲備繳足該等額外股份；

- (b) 除非本公司所有其他儲備（股份溢價賬除外）已耗盡，否則認購權儲備不得用作上文訂明者以外的任何用途，而屆時亦只可在法例要求時用於填補本公司的虧損；
- (c) 在任何認股權證所代表所有或任何認購權獲行使時，與獲行使認股權有關的股份面額，應與該認股權證持有人在行使認股權證所代表認購權（或在部分行使認購權的情況下，則為有關的部分，視情況而定）時所須支付的現金金額相等，此外，行使認購權的認股權證持有人就該等認購權將獲配發面額相等於下列兩項之差的額外入賬列為繳足股份：
  - (i) 該認股權證持有人在行使認股權證所代表的認購權（或在部分行使認購權的情況下，則為有關的部分，視屬何情況而定）時所須支付的上述現金金額；及
  - (ii) 在該等認購權有可能作為以低於面值認購股份的權利的情況下，在考慮認股權證的條件規定後，原應與該等認購權獲行使有關的股份面額；而緊隨該行使後，繳足該等額外股份面額所需的認購權儲備進賬金額將撥充資本，並用於繳足該等立即配發予該認股權證持有人的入賬列為繳足額外股份的面額；及
- (d) 如在任何認股權證代表的認購權獲行使後，認購權儲備進賬金額不足以繳足該行使認股權證持有人可享有的相當於上述差額的額外股份面值，董事會須運用當時或其後可供此用途的任何溢利或儲備（於法例准許範圍內，包括股份溢價賬），直至該等額外股份面額已繳足及如上所述配發為止，在此情況下，本公司當時已發行繳足股份將不會派付或作出任何股息或其他分派。在付款及配發前，該行使認股權證持有人將獲本公司發出一張證書，證明其獲配發該額外面額股份的權利。該證書代表的權利屬記名形式，可按股份當時的相同轉讓方式，以一股為單位全部或部份轉讓，而本公司須作出安排，就此維持一份股東名冊，以及辦理與此有關而董事會認為合適的其他事宜。在該證書發出後，每位有關的行使認股權證持有人應獲提供有關該等證書的充足資料。



- (2) 根據本條細則規定配發的股份與有關認股權證所代表認購權獲行使時配發的其他股份，在所有方面享有同等權益。儘管本條細則第(1)段載有任何規定，將不會就認購權的行使配發任何零碎股份。
- (3) 未經該等認股權證持有人或該類別認股權證持有人藉特別決議案批准，本條細則有關成立及維持認購權儲備的規定，不得以任何方式修改或增訂以致將會更改或撤銷或具有效力更改或撤銷本細則下與該等認股權證持有人或該類別認股權證持有人的利益有關的規定。
- (4) 有關是否需要設立及維持認購權儲備及如有需要時所須設立及維持的金額、有關認購權儲備所曾使用的用途、有關其曾用作填補本公司虧損的程度、有關將須向行使認股權證持有人配發的入賬列為繳足額外股份的面額以及有關認股權儲備任何其他事宜由本公司當時核數師編製的證書或報告（在並無明顯錯誤情況下），對本公司及所有認股權證持有人及股東而言屬不可推翻及具約束力。

### 會計記錄

- 147. 董事會須促使保存本公司的收支款項、有關收支事項、本公司物業、資產、信貸及負債以及公司法規定或為真實及公平反映本公司的財政狀況及解釋其交易所需的一切其他事項的真確賬目。
- 148. 會計記錄必須存置於辦事處或董事會決定的其他地點，並須隨時公開以供董事查閱。除法律賦予或由董事會或由本公司在股東大會授權者外，董事以外的股東概不可查閱本公司的會計記錄或賬冊或文件。
- 149. 於細則第150條的規限下，一份董事會報告列印副本連同截至適用財政年度末的資產負債表及損益賬（包括法律規定須隨附的每份文件），當中須載有以簡明標題編製的本公司資產負債概要及收支表，加上核數師報告，必須於股東大會日期前最少二十一(21)日寄發予有權收取的每名人士，並根據細則第56條於股東週年大會上提呈給本公司，惟本條細則不得要求將該等文件送交本公司不知悉其地址的人士或股份或債權證聯名持有人中多於一名持有人。



150. 於妥為遵守所有適用法規、規則及規例(包括(但不限於)上市規則)並已取得據此規定的所有必要同意(如有)的情況下，只要以法規不禁止的任何方式向有關人士發送來自本公司年度賬目的財務報表摘要及董事會報告(須符合適用法例及規例所規定的格式及載有規定的資料)，細則第149條的規定須視為已就任何人士而得到遵守，惟任何原應有權獲得本公司年度財務報表及有關董事會報告)的人士如有需要，可向本公司送達書面通告，要求除財務報表摘要以外本公司向其發送本公司年度財務報表的完整印刷副本及有關董事會報告。
151. 倘根據所有適用法規、規則及規例(包括但不限於上市規則)，本公司於本公司的計算機網絡上或以任何其他許可方式(包括發出任何形式的電子通訊)登載細則第149條所述的文件副本及(如適用)遵從細則第150條的財務報告摘要，則須向細則第149條所述的人士送交該條所述的文件或符合細則第150條的財務報告概要的規定應視為已履行。

### 審核

152. (1) 於每年的股東週年大會上或其後的股東特別大會上，股東須透過普通決議案委任一名核數師對本公司的賬目進行審核，該核數師將擔任職務直至下屆股東週年大會為止。該核數師可以為股東，但本公司任何董事或高級人員或僱員在任職期間概無資格擔任本公司核數師。App. A1  
17
- (2) 股東可於依照本細則召開及舉行的任何股東大會上，透過普通決議案於該核數師任期屆滿前任何時間罷免該核數師，並於該會議上透過普通決議案委任另一核數師代其履行餘下任期。App. A1  
17
153. 在公司法的規限下，本公司賬目須每年至少審核一次。
154. 核數師的酬金須由股東大會通過的普通決議釐定，或以股東可藉普通決議決定的方式釐定。App. A1  
17
155. 董事可填補核數師職位的任何臨時空缺，惟倘任何該等空缺持續，則尚存或留任的一名或多名核數師(如有)可擔任核數師。董事根據本條細則委任的任何核數師的酬金可由董事會釐定。在細則第152(2)條的規限下，根據本條細則獲委任的核數師的任期將直至本公司下屆股東週年大會結束為止，其後須由股東根據細則第152(1)條委任，而其酬金將由股東根據細則第154條釐定。

156. 核數師於所有合理時間將有權查閱本公司保存的所有簿冊以及所有相關賬目及會計證據，其並可請求本公司董事或高級人員提供彼等所管有的與本公司簿冊或事務有關的任何資料。
157. 本細則規定的收支表及資產負債表須由核數師審查，並與相關簿冊、賬目及會計證據比較，核數師並須就此編製書面報告，說明所制定的報表及資產負債表是否公平地呈述回顧期間內本公司的財務狀況及經營業績，在請求本公司董事或高級人員提供資料的情況下，說明是否獲提供資料及資料是否符合需要。本公司的財務報表應由核數師按照公認核數準則審核。核數師須按照公認核數準則作出書面報告，而核數師報告須於股東大會上向各股東呈報。本文所指的公認核數準則可包括開曼群島以外的國家或司法管轄區所用者。如此者，財務報表及核數師報告應披露此事並註明有關國家或司法管轄區。

### 通告

158. (1) 任何通告或文件（包括符合上市規則所賦予的涵義的任何「公司通訊」及「可採取行動的公司通訊」），不論是否由本公司根據本細則提交或發出，均應屬書面形式或是經由電報、電傳或傳真傳輸的信息或其他電子傳輸或電子通訊形式，且在符合上市規則的規限下，任何該等通告及文件均可透過下列方式提交或發出：
- (a) 透過專人遞送方式向相關人士送達；
  - (b) 透過預付郵資方式向有關股東郵寄送遞，信封須註明股東在股東名冊的登記地址或股東就此向本公司提供的任何其他地址；
  - (c) 透過交付或放置於上述地址；
  - (d) 透過在適當報章或其他刊物及（倘適用）根據指定證券交易所的規定刊登廣告；
  - (e) 透過發送或傳輸為電子通訊至有關人士根據第158(3)條所提供的電子地址，無需額外同意或通知；
  - (f) 透過在本公司網站或指定證券交易所網站上刊登，無需額外同意或通知；或
  - (g) 在受限於及根據法規以及其他適用法律、規則及規例允許的範圍內，以其他方式向有關人士寄發或以其他方式提供。

- (2) 在聯名股份持有人的情況下，在股東名冊排名最先的該位聯名持有人應獲發給所有通告，而如此發出的通告視為向所有聯名持有人充份送達或交付。
- (3) 每名根據法規或本細則的條文有權收取本公司通告的股東或人士可向本公司登記可向其送達通告的電子地址。
- (4) 在任何適用法律、規則及規例以及本細則條款的規限下，任何通告、文件或刊物（包括但不限於細則第149條、第150條及第158條所述的文件）可僅提供英文版本或同時提供英文及中文版本，或經任何股東同意或選擇後，僅以中文向該股東提供。

159. 任何通告或其他文件：

- (a) 如以郵遞方式送達或交付，在適當情況下應以空郵寄送，載有通告的信封應適當預付郵資及註明地址，並視為於投郵翌日送達或交付。在證明送達或交付時，證明載有通告或文件的信封或封套已註明適當的地址及已投郵，即為充份的證明，而由秘書或本公司其他高級人員或董事會委任的其他人士簽署的證明書，表明載有通告或文件的信封或封套已如上所述註明地址及投郵，即為不可推翻的證據；
- (b) 如以電子通訊方式傳送，應視為於本公司或其代理的伺服器傳送當日送達。本公司在其網站或指定證券交易所網站上登載的通告、文件或刊物，應視為於其首次出現在相關網站當日由本公司送達，除非上市規則另有規定。在此情況下，視為送達日期應按上市規則所載或所規定者為準；
- (c) 倘以本細則所述任何其他方式送達或交付，應視為於專人遞送或交付的時或（視情況而定）有關發送或傳輸之時送達或交付，而在證明送達或交付時，由本公司秘書或其他高級人員或董事會委任的其他人士簽署關於該送達、交付、發送或傳輸的行為及時間的證明書，即為不可推翻的證據；及
- (d) 倘於報章或本細則允許的其他刊物以廣告形式刊登，則應於廣告首次刊登之日視為已送達。

160. (1) 根據本細則允許的任何方式交付或傳送的任何通告或其他文件，儘管該股東當時已身故或破產或已發生任何其他事件，及不論本公司是否已知悉該身故或破產或其他事件，均被視為已就以該股東作為單獨或聯名持有人名義登記的股份妥為送達或交付（除非在送達或交付通告或文件之時其姓名已從股東名冊刪除作為股份持有人），而且該送達或交付就所有目的而言，均被視為已向所有擁有股份權益（不論共同或透過該股東申索）的人士充份送達或交付該通告或文件。
- (2) 因股東身故、精神紊亂或破產而享有股份權利的人士，本公司可透過電子方式或藉預付郵資的信函及在信封或封套上註明其為收件人而郵寄通告予該人士，以身故者代表或破產者受託人的稱謂或類似稱謂而享有股份權利的人士，本公司可將通告送達聲稱如上所述享有權利的人士就此目的提供的電子或郵寄地址（如有），或（直至獲提供電子或郵寄地址前）藉如無發生該身故、精神紊亂或破產時原來的方式發出通告。
- (3) 倘任何人士藉法律的施行、轉讓或其他途徑而有權獲得任何股份權利，則須受於其姓名及地址登錄於股東名冊前原應向從其取得股份所有權的人士正式發出有關股份的所有通告約束。

### 簽署

161. 就本細則而言，聲稱來自股份持有人或（視情況而定）董事或替任董事或（若屬股份持有人的法團）其董事或秘書或獲正式委任受權人或正式授權代表的傳真或電子傳輸信息，在倚賴該信息的人士於有關時間未有獲得相反的明確證據時，應被視為該持有人或董事或替任董事按收取時的條款簽署的書面文件或文據。本公司發出的任何通告或文件的簽署可以手寫、印刷或電子形式作出。

### 清盤

162. (1) 在細則第162(2)條的規限下，董事會有權力以本公司名義及代表本公司向法院提交將本公司清盤的呈請。
- (2) 除非本細則另有規定，有關本公司在法庭頒令下清盤或自動清盤的決議案須為特別決議案。

App. A1  
21



163. (1) 在清盤當時任何類別股份所附的有關可供分派剩餘資產的任何特別權利、特權或限制的規限下：(i)倘本公司清盤，且可供分配予股東的資產足夠償還清盤開始時的全部繳足股本，則超額資產將根據該等股東分別所持繳足股份的數額按比例予以分配及(ii)倘本公司清盤且可供分派予股東的資產不足償還清盤開始時的全部繳足股本，則該等資產仍會分派，令損失盡可能根據清盤開始時，股東分別持有的繳足或應繳足股本比例由股東承擔。
- (2) 倘本公司清盤（無論為自動清盤或法庭頒令清盤），清盤人可在獲得特別決議案批准下及根據公司法規定的任何其他批准，將本公司全部或任何部分資產以金錢或實物方式分發予股東，而不論該等資產為一類或多類不同的財產，而清盤人就此可為如前述分派的任何一類或多類財產釐訂其認為公平的價值，並決定股東或不同類別股東間的分派方式。清盤人可在獲得同樣授權的情況下，將任何部分資產交予清盤人（在獲得同樣授權的情況下）認為適當而為股東利益設立的信託的受託人，本公司的清盤即時結束，本公司解散惟不得強迫出資股東接受任何負有債務的任何股份或其他財產。

### 彌償保證

164. (1) 本公司任何時間（不論現時或過往）的董事、秘書及其他高級人員及每名核數師以及曾就本公司任何事務行事的本公司任何事務行事的清盤人或受託人（如有）以及每名該等人士及每名其繼承人、遺囑執行人及遺產管理人，將就該等人士或任何該等人士、該等人士的任何繼承人、遺囑執行人或遺產管理人因執行或有關執行各自的職務或信託中的職責或推定職責期間所作出、贊同或遺漏的任何行事而須或可能招致或蒙受的所有訴訟、訴訟費、收費、損失、損害賠償及開支，獲得以本公司資產及溢利作出的彌補保證及確保免受損害。任何該等人士概毋須就其他人士的行事、收款、疏忽或失責，或為整合目的作出任何聯合收款，或就本公司向其存放或寄存任何款項或財產以作保管的任何往來銀行或其他人士，或就本公司據此提取或投資任何款項的任何抵押的不足或缺漏，或就因彼等各自執行職務或信託期間可能發生的或有關的任何其他損失、不幸或損害負責，惟本彌償保證不延伸至與任何上述人士欺詐或不誠實有關的任何事宜。
- (2) 每名股東同意放棄其原可因董事在履行本公司職責時採取的任何行動或未有採取任何行動而針對董事提起的申索或起訴權利（不論個別或根據或憑藉本公司的權利），惟該權利的放棄不延伸至與該董事欺詐或不誠實有關的任何事宜。



## 財政年度

165. 除非董事另有決定，本公司財政年度結算日應為每年三月三十一日。

## 修訂組織章程大綱及細則以及公司名稱

166. 撤銷、更改或修訂任何細則及新增任何細則，均須經股東通過特別決議案批准方可作實。大綱任何規定的更改或更改公司名稱須經特別決議案通過。 App. A1  
16

## 資料

167. 有關本公司營運或任何與本公司經營業務有關及董事認為就股東的權益而言不宜向公眾透露的屬於商業秘密或秘密工序性質的事宜的詳情，股東不得要求作出披露或提供任何資料。

## 股東電子指示

168. 在適用法律允許的範圍內，且除非上市規則另有限制或禁止，本公司應接受股東及其證券持有人（包括出席會議意向、委任受委代表、撤銷、投票指示及對公司通訊作出回應）以電子方式發出的指示，但須符合董事會不時訂定的合理認證措施。