



香港交易及結算所有限公司  
HONG KONG EXCHANGES AND CLEARING LIMITED  
(Incorporated in Hong Kong with limited liability)  
Stock Codes: 388 (HKD counter) and 80388 (RMB counter)

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# Articles of Association

## May 2025

(Remark: These reprinted Articles of Association are identical to the one which were adopted by a special resolution on 30 April 2025 and were approved by the Securities and Futures Commission on 19 May 2025 pursuant to section 67 of the Securities and Futures Ordinance (Chapter 571).)

**THE COMPANIES ORDINANCE (Chapter 622)**

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Public Company Limited by Shares

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**ARTICLES OF ASSOCIATION**

**of**

**HONG KONG EXCHANGES AND CLEARING LIMITED**  
(香港交易及結算所有限公司)

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Incorporated on 8 July 1999

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Hong Kong

**THE COMPANIES ORDINANCE  
(Chapter 622)**

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**SPECIAL RESOLUTION**

**OF**

**HONG KONG EXCHANGES AND CLEARING LIMITED  
(香港交易及結算所有限公司)**

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Passed on the 30th day of April 2025

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At the Annual General Meeting of Hong Kong Exchanges and Clearing Limited (“HKEX”) held on 30 April 2025 at HKEX Connect Hall on the 1st Floor, One and Two Exchange Square, Central, Hong Kong, the following resolution was duly passed as a Special Resolution:

“**THAT** subject to the written approval of the Securities and Futures Commission pursuant to section 67 of the Securities and Futures Ordinance, the amended Articles of Association (a copy of which has been produced to the meeting and initialled by the chairman of the meeting for the purpose of identification) be adopted as the new Articles of Association of HKEX in substitution for, and to the exclusion of, the existing Articles of Association of HKEX.”

For and on behalf of  
Hong Kong Exchanges and Clearing Limited

(sd.) Timothy Tsang

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Company Secretary

30 April 2025

No. 681388  
編號

(COPY)

CERTIFICATE OF INCORPORATION  
公司註冊證書

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I hereby certify that  
本人謹此證明

HONG KONG EXCHANGES AND CLEARING LIMITED  
(香港交易及結算所有限公司)

is this day incorporated in Hong Kong under the Companies Ordinance,

於本日在香港依據公司條例註冊成為

and that this company is limited.

有限公司。

Issued by the undersigned on 8 July 1999.

本證書於一九九九年七月八日簽發。

(Sd.) MISS R. CHEUNG

.....  
*for Registrar of Companies*  
*Hong Kong*

香港公司註冊處處長  
(公司註冊主任張潔心代行)

## **THE COMPANIES ORDINANCE (Chapter 622)**

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Public Company Limited by Shares

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### **ARTICLES OF ASSOCIATION**

(These new Articles of Association were adopted by a special resolution on 30 April 2025 and were approved by the Securities and Futures Commission on 19 May 2025 pursuant to section 67 of the Securities and Futures Ordinance (Chapter 571).)

**OF**

### **HONG KONG EXCHANGES AND CLEARING LIMITED**

(香港交易及結算所有限公司)

#### **INTRODUCTORY**

1. **Disapplication of Model Articles, and adoption of mandatory articles**
  - (1) The regulations in Schedule 1 (Model Articles for Public Companies Limited by Shares) to the Companies (Model Articles) Notice (L.N. 77 of 2013) shall not apply to the Company.
  - (2) The name of the Company is Hong Kong Exchanges and Clearing Limited (香港交易及結算所有限公司).
  - (3) The liability of the members is limited.
  - (4) The liability of the members is limited to any amount unpaid on the shares held by the members.

## INTERPRETATION

### 2. Interpretation

- (1) In these Articles the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS		MEANINGS
appointment	...	includes election (and appoint includes elect);
Articles	...	these articles of association, as adopted, or as from time to time altered in accordance with the Statutes;
associate	...	has the same meaning as in the Rules Governing the Listing of Securities on the Stock Exchange;
Auditors	...	the auditors for the time being of the Company;
business day	...	a day (other than a Saturday or a Sunday) on which banks are generally open for business in Hong Kong;
Chairman	...	the Chairman of the Company appointed pursuant to Article 109 from time to time;
Chief Executive	...	the Chief Executive of the Company appointed pursuant to Article 109 from time to time;
Chief Operating Officer	...	the Chief Operating Officer of the Company appointed pursuant to Article 109 from time to time;
clearing house	...	a recognised clearing house within the meaning of Schedule 1 of the SFO or a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted with the permission of the Company on a stock exchange in such jurisdiction;
Commission	...	the Securities and Futures Commission established under the Securities and Futures Commission Ordinance (now repealed) which continues in existence in its original name under the SFO;

communication	...	includes a document or information or communication comprising sounds or images or both and a communication effecting a payment;
Company	...	Hong Kong Exchanges and Clearing Limited;
Corporate Communication(s)	...	any notice, document or other information (including any “corporate communication” as defined in the Rules Governing the Listing of Securities on the Stock Exchange) sent or supplied or to be sent or supplied by the Company;
Directors	...	the directors for the time being of the Company;
Financial Secretary	...	any person from time to time occupying the post of Financial Secretary of the Government;
fully paid up	...	in relation to a share, means the price at which the share was issued has been paid up in full to the Company;
General Meeting	...	any general meeting of the Company, including any general meeting held as the Company’s annual general meeting and whether held at one or more physical venue or by means of virtual meeting technology or a combination of both;
Government	...	the government of Hong Kong;
Government Appointed Directors	...	any Director appointed pursuant to Article 88(4);
Hong Kong	...	the Hong Kong Special Administrative Region of the People’s Republic of China;
holder	...	in relation to any share means the member and holder of any treasury share, whose name is entered in the Register as the holder of that share;
in writing	...	written, printed, typewritten or transmitted by facsimile, or visibly expressed in any other mode of representing or reproducing words (including anything in electronic form), or partly one and partly another;
issue price	...	the price at which a share was issued;
Meeting Location(s)	...	has the same meaning given to it in Article 59(1) and as rearranged as determined by the Directors or chairman of the meeting pursuant to these Articles;

mental incapacity	...	has the same meaning given to it by section 2(1) of the Mental Health Ordinance (Chapter 136 of the Laws of Hong Kong);
month	...	calendar month;
Office	...	the registered office for the time being of the Company;
Ordinance	...	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
paid up	...	in relation to a share, means paid up or credited as paid up;
partly paid up	...	in relation to a share, means part of the price at which the share was issued remains unpaid;
public holiday	...	has the same meaning given to it by section 3 of the Interpretation and General Clauses Ordinance (Chapter 1 of the Laws of Hong Kong);
Register	...	the register of members of the Company (including any branch register kept in accordance with the Statutes);
Relevant Exchange	...	any stock exchange on which the shares of the Company are listed and permitted to be dealt in at the relevant time, including without limitation, the Stock Exchange;
seal	...	the common seal of the Company or any official seal that the Company may have in accordance with the Statutes;
SFO	...	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
Statutes	...	the Ordinance and every other ordinance for the time being in force concerning companies and affecting the Company;
Stock Exchange	...	The Stock Exchange of Hong Kong Limited; and
year	...	the year from 1st January to 31st December, inclusive.

- (2) Subject as aforesaid, any words or expressions defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

- (3) Unless inconsistent with the subject or context:
- (a) words importing the singular number shall include the plural number and vice versa;
  - (b) words denoting any gender shall include any other gender; and
  - (c) words importing persons shall include corporations and bodies of persons.
- (4) The expression the “Company Secretary” shall (subject to the provisions of the Statutes) include a joint, assistant or deputy Company Secretary and any person appointed by the Directors to perform any of the duties of the Company Secretary.
- (4A) The expression “**Relevant Regulations**” shall mean the Statutes and any rules prescribed by any Relevant Exchange and applicable to the Company from time to time.
- (5) The headings are inserted for convenience only and shall not affect the construction of these Articles.
- (6) 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.
- (7) References in these Articles to any statutory provision shall be construed as including references to:
- (a) any statutory modification or re-enactment thereof;
  - (b) all subsidiary legislation, regulations or orders made pursuant thereto; and
  - (c) any statutory provisions of which such statutory provision is a re-enactment or modification.
- (8) The rights of holder(s) of any treasury shares of the Company under these Articles shall be subject to any applicable requirements and restrictions under the Relevant Regulations.
- (9) References to a member being present at or attending or participating in a General Meeting, whether in person or by proxy, shall mean that such member or proxy is present at a physical venue of the meeting or is participating in the meeting by using the virtual meeting technology as specified by the Directors. Accordingly, any references to attending or doing anything at the meeting “in person”, “personally”, “by proxy” and references to “attend”, “participate”, “attending”, “participating”, “attendance” and “participation” and any other similar expressions shall be construed accordingly.

## **REGISTERED OFFICE**

### **3. Office**

The Office shall be at such place in Hong Kong as the Directors shall from time to time determine.

## SHARE CAPITAL

### 4. **Class of shares**

Subject to the Statutes and to any rights conferred on the holders of any shares or class of shares, the capital may be divided into shares of different classes each having, and any share may (without prejudice to any special rights or restrictions for the time being attaching to any shares or any class of shares and without prejudice to the provisions regarding forfeiture and lien in these Articles) be issued with and subject to, such preferred, deferred or other special rights, or such restrictions, whether with regard to dividends, voting, return of capital or otherwise, and such other terms and conditions, as the Company may from time to time by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution shall not make specific provision, as the Directors may decide.

### 5. **Power to issue redeemable shares, subscription warrants and other rights and securities**

- (1) Subject to the Relevant Regulations, any share may be issued on terms that it is to be redeemed or is liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of the shares.
- (2) Subject to the Relevant Regulations, the Directors may issue subscription warrants (other than share warrants to bearer) or other rights and grant rights to subscribe for, or to convert any security into, any class of shares or securities of the Company on such terms as they may from time to time determine.

### 6. **Allotments etc. of shares and other rights and securities**

- (1) The Company shall duly comply with any provisions of the Statutes regarding the allotment, issue and paying up of shares.
- (2) The Directors may, subject to the provisions of the Statutes, these Articles and any resolution of the Company, allot (with or without conferring a right of renunciation), grant rights over or otherwise deal with or dispose of any shares of the Company to such persons, at such times and generally on such terms as they think proper.

### 7. **Power to pay commission and brokerage**

- (1) The Company may pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the capital of the Company, but such commission shall not exceed the limits permitted by the Statutes. Any such commission may be paid in cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may, in addition to, or in lieu of, such commission, in consideration of any person so subscribing or agreeing to subscribe, or of his procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, confer on any such person an option to call within a specified time for a specified number or amount of shares in the Company at a specified price. The payment or agreement to pay a commission or the conferring of an option shall be in the discretion of the Directors on behalf of the Company and subject to the provisions of the Statutes.
- (2) The Company may also pay such brokerage as may be lawful.

## **ALTERATION OF CAPITAL**

### **8. Company may alter its capital**

- (1) The Company may from time to time alter its capital in any one or more of the ways permitted by the Statutes.
- (2) Anything done in pursuance of this Article shall be done in any manner provided, and subject to any conditions imposed, by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.

### **9. Rights attached to new shares**

Any resolution of the Company creating any new shares in the capital of the Company may, subject to the Statutes and without prejudice to the rights and privileges attached to any then existing shares in the capital, specify rights and privileges to be attached to such new shares and restrictions to which they shall be subject and may (subject to the Relevant Regulations) provide that the same are to be issued on terms that they are, or at the option of the holder or the Company are liable, to be redeemed and set out the terms on and the manner in which redemption of the same may be effected.

### **10. New shares form part of the share capital**

Subject to the Statutes and any direction or determination that may be given or made in accordance with the powers contained in these Articles, new shares created shall be subject to the provisions contained in these Articles relating to the payment of calls, transfer, transmission, forfeiture, lien and otherwise.

### **11. Reduction of capital**

Subject to the provisions of the Statutes and these Articles, the Company may by special resolution reduce its share capital or any other undistributable reserve in any way.

## **PURCHASE OF OWN SHARES AND WARRANTS**

12. Subject to the Relevant Regulations, the Company may purchase its own shares of any class in the capital of the Company, including any redeemable shares or warrants or other securities carrying a right to subscribe for or purchase shares of the Company issued by the Company and, should the Company acquire its own shares or warrants or other such securities, neither the Company nor the Directors shall be required to select the shares or warrants to be acquired rateably or in any other particular manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares or warrants. In the case of purchases of redeemable shares, purchases not made through the market or by tender shall be limited to a maximum price and if purchases are by tender, tenders shall be available to all shareholders holding redeemable shares of the Company alike.

## VARIATION OF RIGHTS

### 13. Variation of rights

- (1) Whenever the capital of the Company is divided into different classes of shares, all or any of the special rights or privileges attached to any class may be varied or abrogated, either with the consent in writing of holders representing at least 75 per cent. of the total voting rights of holders of shares in that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise), and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate meeting all the provisions of these Articles relating to General Meetings or to the proceedings thereat shall apply *mutatis mutandis*, except that:
- (a) the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons present in person or by proxy together holding at least one-third of the total voting rights of holders of shares in that class;
  - (b) at an adjourned meeting the necessary quorum shall be one person holding shares of the class or his proxy;
  - (c) the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively; and
  - (d) a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.
- (2) For the purposes of this provision any particular issue of shares not carrying the same rights (whether as to rate of dividend, redemption or otherwise) as any other shares for the time being in issue, shall be deemed to constitute a separate class of share.

## JOINT HOLDERS AND LESS THAN ABSOLUTE INTEREST

### 14. Joint holders

The Company shall not be bound to register more than four persons as joint holders of any share (except in the case of executors or administrators of a deceased member), and any one of such registered joint holders may give effective receipts for any dividend or other moneys payable in respect of such share.

### 15. Exclusion of equities

Except as otherwise required by law or these Articles and notwithstanding any information received by the Company, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

## SHARE CERTIFICATES

### 16. Issue of share certificates

- (1) The Company will issue a share certificate to every person whose name is entered in the Register as a holder of any shares, except any person in respect of which the Company is not by law required to complete and have ready for delivery a share certificate.
- (2) The Company may charge for the issue of share certificates a fee (if any) not exceeding the maximum amount prescribed from time to time by the Relevant Regulations.
- (3) The Company will issue share certificates within the time limit prescribed by the Relevant Regulations or, if earlier, within any time limit specified in the terms of the shares or under which they were issued.
- (4) Where shares are held jointly by several persons, the Company is not required to issue more than one certificate in respect of those shares, and delivery of a certificate to one joint holder shall be sufficient delivery to them all.
- (5) If only some of the shares comprised in a share certificate are transferred, or the holder's holding of those shares is otherwise reduced, the Company will issue a new certificate for the balance of such shares.

### 17. Replacement of share certificates

If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new share certificate representing the same shares may be issued to the holder upon request and upon payment of such sum (if any) not exceeding the maximum amount prescribed by any Relevant Exchange from time to time, subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) subject to compliance with such conditions as to evidence and indemnity as the Directors may think fit and (in either case) to the payment of any exceptional expenses of the Company incidental to its investigation of the evidence of such alleged loss, theft or destruction.

## CALLS ON SHARES

### 18. Directors may make calls

The Directors may, subject to any conditions of allotment, from time to time make such calls upon the members in respect of all moneys not paid up on their shares as they think fit and each member shall (subject to his receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. Any call may be made payable in one sum or by instalments and may be revoked or postponed as the Directors may determine. A person upon whom a call is made shall remain liable therefor notwithstanding the subsequent transfer of the shares in respect whereof the call is made.

### 19. Time when made

A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

20. **Liability of joint holders**

The joint holders of a share shall be jointly and severally liable for the payment of all calls and instalments in respect thereof.

21. **Interest on calls**

If a call or instalment payable in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the amount is due shall pay interest on the amount of the call or instalment, from the day appointed for payment to the day of actual payment, at such rate (not exceeding 15 per cent. per annum) as the Directors shall from time to time determine, and shall also pay all costs, charges and expenses which the Company may have incurred or become liable for in order to procure payment of or in consequence of the non-payment of such call or instalment but the Directors shall be at liberty to waive payment of such interest, costs, charges and expenses, wholly or in part.

22. **Sums due on allotment etc. to be treated as calls**

Any sum which by the conditions of allotment of a share is made payable on allotment, or at any fixed time, or by instalments at any fixed times, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of the Statutes or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

23. **Power to differentiate**

The Directors may make arrangements on any issue of shares for a difference between the holders of such shares in the amounts and times of payment of calls on their shares.

24. **Payment of calls in advance**

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys payable upon his shares beyond the sum actually called up thereon and, upon all or any of the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow interest at such rate (not exceeding 15 per cent. per annum) as may be agreed upon between the Directors and the member paying such sum in advance, in addition to the dividend payable upon such part of the shares in respect of which such advance has been made as is actually called up. The Directors may also at any time repay the amount so advanced upon giving to such member one month's notice.

25. **Rights suspended if payment in arrear**

No member shall be entitled to receive any dividend, or (save as proxy for another member) to be present or vote at any General Meeting, either personally or by proxy, or to exercise any privilege as a member, or be reckoned in a quorum in respect of any share held by him (whether alone or jointly with any other person) if and so long as he shall have defaulted in payment of any call or other sum for the time being due and payable on such share or any interest or expenses (if any) payable in connection therewith.

## **LIEN ON SHARES**

### **26. Company to have lien on partly paid shares**

- (1) The Company shall have a first and paramount lien and charge on all the shares not fully paid up, registered in the name of a member (whether solely or jointly with others), for any amount payable in respect of such shares. Such lien shall extend to all dividends and other moneys from time to time declared or payable in respect of such shares.
- (2) Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.
- (3) The Directors may resolve that any share or shares shall for some specified period be exempt, in whole or in part, from the provisions of this Article.

### **27. Sale of shares subject to lien**

- (1) For the purpose of enforcing such lien, the Directors may sell all or any of the shares subject thereto in such manner as they may think fit, but no sale shall be made until:
  - (a) the date for payment of the amount referred to in paragraph (1) of the preceding Article shall have arrived;
  - (b) a notice demanding payment of the said amount and giving notice of intention to sell in default shall have been served in accordance with these Articles on such member or the person (if any) entitled by transmission to the shares; and
  - (c) default in such payment shall have been made by him for fourteen days after such notice.
- (2) The net proceeds of any such sale, after payment of the costs, shall be applied in or towards satisfaction of the said amount, and the residue (if any) shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the member or the person (if any) entitled by transmission to the shares.

### **28. Purchaser protected**

To give effect to any such sale as aforesaid the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser and a sold note in respect thereof and may enter the purchaser's name in the Register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of or be affected by any irregularity in or invalidity of the proceedings or be bound to see to the application of the purchase money and the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

## **FORFEITURE OF SHARES**

**29. Notice of unpaid calls**

If any member fails to pay the whole or any part of any call or instalment on or before the day appointed for the payment thereof, the Directors may, at any time thereafter during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him, requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with any accrued interest and any costs, charges and expenses incurred by the Company by reason of such non-payment.

**30. Notice to state date and method for payment**

The notice shall name a further day, being not less than fourteen clear days from the date of such notice, on or before which such call or instalment, or part thereof as aforesaid, and all such interest and costs, charges and expenses as aforesaid are to be paid. It shall also state how that payment is to be made and shall state that, if the notice is not complied with, the share in respect of which such call was made or instalment is payable will be liable to be forfeited.

**31. Forfeiture on non-compliance with notice**

If the notice as aforesaid is not complied with, any share in respect of which such notice has been sent or supplied may, at any time thereafter before payment of all calls or instalments, interest, costs, charges and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited share, and not actually paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

**32. Notice of forfeiture**

When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be sent or supplied to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture, with the date thereof, shall forthwith be made in the Register opposite to the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

**33. Power to annul forfeiture or surrender**

Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due upon and costs, charges and expenses incurred in respect of the share, and upon such further conditions (if any) as they may think fit.

**34. Sale of forfeited or surrendered shares**

Every share which shall be forfeited or surrendered shall thereupon be deemed for the purposes of this Article to be the property of the Company, and (subject to the provisions of the Statutes) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the Directors shall think fit either to the person who was before the forfeiture the holder of such share or to any other person and whether with or without all or any part of the amount previously paid up on the

share being credited as so paid up. The Directors may, if necessary, authorise some person to execute an instrument of transfer of a forfeited or surrendered share to any person to whom the same has been sold, re-allotted or disposed of.

**35. Rights and liabilities of members whose shares have been forfeited or surrendered**

A person any of whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered shares and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall, notwithstanding, be liable (unless payment is waived in whole or in part by the Directors) to pay to the Company all calls, instalments, interest, costs, charges and expenses owing upon or in respect of such share at the time of forfeiture or surrender, together with interest thereon from the time of forfeiture or surrender until payment at such rate (not exceeding 15 per cent. per annum) as the Directors shall think fit, in the same manner as if the share had not been forfeited or surrendered, and to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender, without any deduction or allowance for the value of the share at the time of forfeiture or surrender.

**36. Title to forfeited or surrendered shares**

A statutory declaration by a Director or Company Secretary that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company in pursuance of these Articles, and stating the day when it was forfeited, surrendered or sold, shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate in respect of such share, delivered to a purchaser or allottee thereof shall (subject to the execution of any necessary transfer and sold note) constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any omission, irregularity in or invalidity of or relating to or connected with the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## **TRANSFER OF SHARES**

**37. Form of transfer**

Subject to the Statutes and the restrictions in these Articles, shares may be transferred by an instrument of transfer in any usual form or in any other form which the Directors may approve.

**38. Execution**

The instrument of transfer shall be signed by or on behalf of the transferor and the transferee (provided that the Directors may dispense with the signing of the instrument of transfer by the transferee in any case which they think fit in their discretion to do so), and 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. The machine imprinted signature on an instrument of transfer may be accepted by the Company for the purpose of such transfer subject to any terms which the Company may impose. Shares of different classes shall not be comprised in the same instrument of transfer.

**39. Retention of instruments**

- (1) All instruments of transfer which shall be registered may be retained by the Company but any instrument of transfer which the Directors may refuse to register shall (except in any case where fraud or any other crime involving dishonesty is suspected in relation to such transfer) be returned to the person presenting the same.
- (2) Subject to paragraph (4) below and as hereinafter provided, the Company, if so authorised by a resolution of the Directors, shall be entitled to destroy:
  - (a) at any time after the expiration of six years from the date of registration thereof, all instruments of transfer of shares in the Company and all other documents transferring or purporting to transfer shares in the Company or representing or purporting to represent the right to be registered as the holder of shares in the Company on the faith of which entries have been made in the Register;
  - (b) at any time after the expiration of one year from the date of cancellation thereof, all registered share certificates which have been cancelled;
  - (c) at any time after the expiration of two years from the date of recording thereof, all dividend mandates and notifications of change of address; and
  - (d) at any time after the expiration of one year from the date of actual payment thereof, all paid dividend warrants and cheques.
- (3) It shall be presumed conclusively in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled, that every other document mentioned above so destroyed was a valid and effective document in accordance with the particulars thereof recorded in the books and records of the Company and that every paid dividend warrant and cheque so destroyed was duly paid; provided always that:
  - (a) the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
  - (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances in which liability would not attach to the Company in the absence of this Article;
  - (c) references herein to the destruction of any documents include references to the disposal thereof in any manner.
- (4) The Directors may, if permitted by applicable law, authorise the destruction of documents set out in sub-paragraphs (a) to (d) of paragraph (2) above and any other documents in relation to share registration which have been microfilmed or kept in electronic form or in hard copy form by the Company or by the share registrar of the Company on its behalf provided always that this paragraph shall apply only to the destruction of a document in good faith and without express

notice to the Company that presentation of such document was relevant to a claim.

**40. Directors' power to refuse to register transfers**

(1) The Directors may, in their absolute discretion, refuse to register any transfer in respect of a share:

- (a) which is not fully paid up; or
- (b) on which the Company has a lien.

(2) The Directors may also refuse to register any transfer unless:

- (a) the instrument of transfer is in respect of only one class of shares;
- (b) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four;
- (c) subject to the Statutes, the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Directors may reasonably require to prove the title of the intending transferor or his right to transfer the shares; and
- (d) the instrument of transfer is accompanied by payment of such fee, not exceeding the maximum amount prescribed by any Relevant Exchange from time to time if the Company is listed thereon, as the Directors may from time to time require.

**41. Notice of refusal to register**

If the Directors refuse to register any transfer of any share, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal. Upon request by the transferor or transferee, the Directors must, within 28 days after receiving such request, send to the transferor or transferee (as the case may be) a statement of the reasons for the refusal.

**42. Fee payable**

The Company shall not charge any fee of more than the maximum fee prescribed by any Relevant Exchange from time to time in respect of the registration of a transfer or in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares or for making any entry in the Register affecting the title to any share.

**43. Power to suspend registration of transfers**

The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods as the Directors may from time to time determine provided always that such registration shall not be suspended for more than thirty days in any year.

44. **Renunciations**

Nothing contained in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

### **TRANSMISSION OF SHARES**

45. **Transmission on death**

In the case of the death of a member, the survivors or survivor where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased holder, whether sole or joint, from any liability in respect of any share solely or jointly held by him.

46. **Registration of personal representative, Trustee in Bankruptcy, etc.**

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or in consequence of the making in respect of a member of an order by any court having jurisdiction (whether in Hong Kong or elsewhere) in matters concerning mental disorder or otherwise by operation of law, may, upon producing such evidence of his title as the Directors shall require, and subject as herein provided, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the transferee thereof.

47. **Election by persons entitled by transmission**

- (1) If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice signed by him, stating that he so elects. All the provisions of these Articles relating to the transfer of shares shall apply to the notice as if it were an instrument of transfer executed by the person from whom the title by transmission is derived.
- (2) If the person so becoming entitled shall elect to have his nominee registered, he shall execute and deliver or send to the Company an instrument of transfer of the shares to his nominee. All the provisions of these Articles relating to the transfer of shares shall apply to the instrument of transfer as if the event upon which the transmission took place had not occurred and it were an instrument of transfer executed by the person from whom the title by transmission is derived.
- (3) The Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the shares to his nominee.

48. (deleted)

49. **Rights of unregistered personal representative, Trustee in Bankruptcy, etc.**

- (1) Upon producing such evidence of his title as the Directors shall require, a person so becoming entitled shall have the right to receive and give a discharge for any dividend or other moneys payable in respect of the share and the right to receive notice of meetings of the Company. Save as aforesaid, such person shall have no other rights or privileges of a member in respect of the share (including to attend and vote at a meeting of the Company) unless and until he shall be registered as the holder thereof.

- (2) If after ninety days a notice sent pursuant to Article 47(3) has not been complied with, the Directors may withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

### **UNTRACEABLE MEMBERS**

#### **50. Sale of shares of untraceable members**

- (1) The Company may sell any share of a member, or any share to which a person is entitled by transmission, by instructing a broker to sell at the best available price at the time (and if there is a Relevant Exchange at that time, on the Relevant Exchange), if:
- (a) during a period of twelve years at least three cash dividends or other distributions have become payable in respect of the share to be sold and have been sent by the Company in accordance with Article 130;
  - (b) during that period of twelve years no cash dividend or other distribution payable in respect of the share has been claimed, no cheque, warrant, order or other payment for a dividend has been cashed, no dividend sent by means of a funds transfer system or electronic means or other means has been paid and no communication has been received by the Company from the member or the person entitled by transmission to the share;
  - (c) on or after the expiry of that period of twelve years the Company has published advertisements in at least one English language newspaper and one Chinese language newspaper circulating in Hong Kong giving notice of its intention to sell the share;
  - (d) during the period of three months following the publication of those advertisements or of the first of the advertisements if they are published on different dates, the Company has not received any communication from the member or the person entitled by transmission to the share; and
  - (e) the Company has given notice to any Relevant Exchange (and if such Exchange is the Stock Exchange, to the Commission) of its intention to sell the share.
- (2) The Company's power of sale shall extend to any further share which, on or before the date of publication of the first of any advertisement pursuant to subparagraph (1)(c) above, is issued in respect of a share to which paragraph (1) applies (or in respect of any share to which this paragraph applies) if the conditions set out in subparagraphs (1)(b) to (e) are satisfied in relation to the further share (but as if the references to a period of twelve years were references to a period beginning on the date of allotment of the further share and ending on the date of publication of the first of the advertisements referred to above).
- (3) To give effect to any sale, the Directors may authorise some person to transfer the share to, or as directed by, the purchaser, who shall not be bound to see to the application of the purchase money; nor shall the title of the new holder to the share be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

**51. Application of proceeds of sale**

- (1) The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.
- (2) Pending payment of the net proceeds of sale to such person, the proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the Directors may from time to time decide.
- (3) No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any moneys earned on the net proceeds.

52. (deleted)

**LIMITATIONS ON SHAREHOLDINGS**

**53. Limitations on shareholdings**

- (1) Pursuant to section 61 of the SFO, a person, either alone or with any associated person or persons, is not permitted to be entitled to exercise, or control the exercise of, 5 per cent. or more of the voting power at any General Meeting except in certain limited circumstances.
- (2) For the purposes of this Article:
  - (a) “associated person” shall have the meaning ascribed to it in section 18 of the SFO;
  - (b) “minority controller” shall have the meaning ascribed to it in section 61(20) of the SFO in relation to a recognised exchange controller;
  - (c) “Permitted Person” means any person or class of persons who is permitted to be a minority controller of the Company pursuant to the SFO;
  - (d) “recognised exchange controller” shall have the meaning ascribed to it in Schedule 1 of the SFO;
  - (e) “Relevant Share Capital” means securities of the Company which carry (or may, according to their terms, in certain circumstances carry) the right to vote on any resolution at any General Meeting (whether or not the right is exercisable in relation to all resolutions at all General Meetings);
  - (f) “Restricted Person” means any person who is a minority controller of the Company and is not a Permitted Person; and
  - (g) “Restricted Shares” means the securities to which section 1(9) of Part 6 of Schedule 3 to the SFO applies (with references to “the corporation concerned” in that section being interpreted as references to the Company).
- (3) No person shall become a minority controller of the Company except in accordance with the provisions of the SFO and other applicable law.

- (4) (a) Every person shall forthwith provide written notice to the Company if:
- (i) he/it becomes a minority controller of the Company or a company of which the Company is a subsidiary; or
  - (ii) he/it has been served with a notice (a "Commission Notice") from the Commission pursuant to section 61(9)(b) of the SFO or section 1(2) of Part 6 of Schedule 3 to the SFO.
- (b) A notice given in relation to paragraph (a)(i) above shall include details of that person's and his/its associated persons' interests in the Relevant Share Capital and either the basis on which that person is permitted to be a minority controller under the SFO (a "Permitted Person Notice") or a statement that the person is not permitted to be such a minority controller (a "Restricted Person Notice"). The Directors may forward any notices to the Commission for further investigation and enforcement.
- (c) A notice given in relation to paragraph (a)(ii) above (also, a "Restricted Person Notice") shall include a copy of the relevant Commission Notice.
- (d) The Directors may by notice in writing (a "Disclosure Notice") require any member, or any other person appearing to be interested or appearing to have been interested in the securities of the Company, to disclose to the Company in writing such information (supported if the Directors so require by a statutory declaration and/or by independent evidence) as the Directors shall require relating to the ownership of or interests in the securities in question as lies within the knowledge of such member or other person, including (without prejudice to the generality of the foregoing):
- (i) any information which the Company would be entitled to seek pursuant to section 329 of the SFO;
  - (ii) any information which the Directors shall deem necessary or desirable in order to determine whether any securities or rights to subscribe for, or convert into, securities of the Company are Restricted Shares; and
  - (iii) any information which the Directors shall deem necessary or desirable in order to determine whether any person is or is deemed to be a Restricted Person or otherwise in relation to the application or potential application of this Article.
- (e) A Disclosure Notice pursuant to paragraph (4)(d) of this Article may be given by the Directors at any time. One or more Disclosure Notices may be given in respect of the same securities in the Company to a member and/or any other person appearing to be, or to have been, interested in those securities.
- (f) The Directors may forward any response in respect of a Disclosure Notice to the Commission for further investigation and enforcement. Furthermore, where the holder of any securities or rights to subscribe for, or convert into, securities in the Company, or any person appearing to be interested in such securities or rights, fails to comply within 14 days with a Disclosure Notice, the Directors may notify the Commission of such non-compliance together with such other information as the Directors deem necessary or desirable in this connection.

- (5) If the Directors shall become aware (as a result of having received a Restricted Person Notice or a Commission Notice pursuant to Section 1(10) of Part 6 of Schedule 3 to the SFO or otherwise) that any person has become a Restricted Person, the Directors may serve a written notice on all persons (other than persons referred to in paragraph (9) of this Article) who appear to the Directors to have interests in (and, if different, are the registered holders of) the Restricted Shares. Such notice shall set out the restrictions referred to in paragraph (6) of this Article.
- (6) A holder of a Restricted Share on whom a notice has been served under paragraph (5) above shall not in respect of those securities be entitled, until such time as the relevant person notifies the Company in writing (together with such confirmation from the Commission or other evidence as may be required by the Directors) that such person has ceased to be a Restricted Person, to attend or vote at any General Meeting or meeting of the holders of Relevant Share Capital or of any class thereof, and the rights to attend (whether in person or by proxy), to speak and to demand and vote on a poll which but for the provisions of this paragraph would have attached to the Restricted Share shall vest in the chairman of such meeting. The manner in which the chairman exercises or refrains from exercising any such rights shall be entirely at his discretion. The chairman of any such meeting as aforesaid shall be informed by the Directors of any securities becoming or being deemed to be a Restricted Share or ceasing to be a Restricted Share.
- (7) The Directors may assume without enquiry that a person is a Permitted Person or is not a Restricted Person.
- (8) The Directors may take such action and do such things which they believe to be necessary or desirable in order to ensure that the Company (a) does not assist in or permit the contravention of any restrictions imposed on any person and/or securities by the Commission pursuant to any Commission Notice (including without limitation refusing to register any transfer of any securities), and (b) does not commit an offence under section 2 of Part 6 of Schedule 3 to the SFO or any other applicable law.
- (9) The Directors shall not be obliged to serve any notice required under this Article to be served upon any person if either his identity or his address is not known to them. The absence of service of such notice in such circumstances as aforesaid, and any accidental error in or failure to give any notice to any person upon whom notice is required to be served under this Article, shall not prevent the implementation of or invalidate any procedure under this Article.
- (10) If any Director believes that a person is a Restricted Person he shall inform the other Directors of that fact.
- (11) The provisions of these Articles regarding the giving of notice to members shall apply to the giving to a member of any notice required by this Article. Any notice required by this Article to be given to a person who is not a member, or who is a member whose registered address is not within Hong Kong and who has not given to the Company an address within Hong Kong at which notices may be given to him, shall be deemed validly given if it is sent by pre-paid post addressed to that person at the address (or if more than one, at one of the addresses), if any, at which the Directors believe him to be resident or carrying on business or to his last known address as shown on the Register. The notice shall in such a case be deemed to have been received by the intended recipient at the expiration of 24

hours after the time when it was posted. In proofing such receipt it shall be sufficient to prove that the relevant notice was properly addressed and posted.

- (12) Any resolution or determination of, or decision or exercise of any discretion or power by, the Directors or any Director or the chairman of any meeting under or pursuant to the provisions of this Article shall be final and conclusive; and any act or thing done, by or on behalf of, or on the authority of, the Directors or any Director pursuant to the foregoing provisions of this Article shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Directors shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Article.
- (13) This Article shall apply notwithstanding any provision in these Articles to the contrary.

## **GENERAL MEETINGS**

### **54. Annual General Meetings**

The Company shall comply with the requirements of the Statutes regarding the holding of annual general meetings. Subject to such requirements, an annual general meeting shall be held at such date, time and physical venue(s) and/or with such virtual meeting technology as the Directors shall determine.

55. (deleted)

### **56. Convening of General Meetings**

- (1) The Directors may convene a General Meeting whenever they think fit.
- (1A) The Directors may in their absolute discretion decide that the Company will hold a General Meeting:
- (a) at one or more physical venue in any part of the world;
  - (b) by using virtual meeting technology; or
  - (c) both at one or more physical venue and by using virtual meeting technology.
- (2) General Meetings may also be convened in accordance with Article 96 hereof.
- (3) General Meetings shall also be convened by the Directors on the requisition of members pursuant to the provisions of the Statutes.

### **56A. Rearrangement of General Meetings**

- (1) Subject to paragraph (2) below, if, after the sending or supplying 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 (or the chairman of the meeting) in their absolute discretion consider that it is inappropriate, impractical, unreasonable or undesirable for any reason to hold a General Meeting on the date or at the time or the Meeting Location(s) as specified in the notice calling the meeting or as previously directed by the Directors (or the chairman of the meeting) pursuant to

these Articles, they may decide to postpone that meeting or change the Meeting Location(s) as they consider appropriate (a “**rearrangement**”) without approval from the members, except where the rearrangement would be contrary to the Relevant Regulations.

- (2)(a) Subject to the Relevant Regulations, the Company shall endeavour to post a notice of the rearrangement on the Company’s website as soon as practicable (provided that failure to post such notice shall not affect the rearrangement); and
- (b) subject to and without prejudice to Articles 61(5) and 66, unless already specified in the original notice of the meeting or included in the notice posted on the Company’s website pursuant to paragraph (2)(a) above, the Company shall
  - (i) fix the date, time and Meeting Location(s) (as appropriate) of the meeting (a “**rearranged meeting**”);
  - (ii) specify the date and time by which proxies shall be submitted in order to be valid at the rearranged meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the rearranged meeting unless revoked or replaced by a new proxy); and
  - (iii) give members reasonable notice of the rearranged meeting setting out the information on (i) and (ii) above.
- (3) Notice of the business of a rearranged meeting does not need to be sent or supplied again, provided that the business to be transacted at the rearranged meeting is the same as that set out in the original notice of the General Meeting sent or supplied to members. Documents which originally accompanied the notice calling the General Meeting does not need to be re-circulated again.
- (4) The Directors (or the chairman of the meeting) may also postpone or change a rearranged meeting under this Article, provided that such rearrangement shall comply with the provisions of this Article.

## 57. **Class meetings**

The provisions of these Articles relating to General Meetings shall apply, with necessary modifications, to any separate meeting of the holders of shares of a class held otherwise than in connection with the variation or abrogation of the rights attached to shares of the class. For this purpose, a General Meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate meeting of the holders of the ordinary shares.

## **NOTICE OF GENERAL MEETINGS**

### 58. **Notice of General Meetings**

Subject to section 578 of the Ordinance, at least twenty-one clear days’ notice of every annual general meeting and at least fourteen clear days’ notice of every other General Meeting (other than an adjourned meeting or a rearranged meeting) and in each case exclusive of the day on which the notice is sent or supplied or deemed to be sent or supplied shall be sent or supplied in the manner required in the Statutes, but the accidental omission to send or supply such notice to, or the

non-receipt of such notice by, any member or Director or the Auditors shall not invalidate any resolution passed or proceeding had at any such meeting.

**59. What notice is to specify**

- (1) Every notice of General Meetings shall include all information required to be included by the Relevant Regulations. In particular, the notice will specify the date and time of the meeting, either or both of the physical venue of the meeting and the virtual meeting technology to be used (the “**Meeting Location(s)**”), in each case as decided by the Directors.
- (2) (deleted)
- (3) (deleted)
- (4) (deleted)
- (5) (deleted)
- (6) 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 gale warning or black rainstorm warning or other similar event is (or forecast to be) in force at any time on the date of the meeting (or the adjourned meeting or rearranged meeting).

## **PROCEEDINGS AT GENERAL MEETINGS**

**60. Quorum**

- (1) No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman for the meeting which shall not be treated as part of the business of the meeting.
- (2) Two members, present in person or by proxy and entitled to vote, shall be a quorum for all purposes.

**60A. Meeting arrangements and orderly conduct**

- (1) The Directors and during any General Meeting, the chairman of the meeting, may in their absolute discretion put in place or impose from time to time such arrangements, requirements or restrictions as they consider appropriate in relation to a General Meeting to:
  - (a) ensure to the extent possible and practical that all members and proxies for members wishing to attend the meeting can do so;
  - (b) ensure to the extent possible and practical that all persons attending the meeting are able to participate in the business of the meeting;
  - (c) enable all members and proxies for members attending the meeting to exercise their rights to listen, speak and vote at it;
  - (d) ensure the safety of all persons attending the meeting;

- (e) ensure the proper and orderly conduct of the meeting;
  - (f) ensure the identification of all persons attending the meeting; and/or
  - (g) ensure the security of the virtual meeting technology and electronic facilities used for the meeting.
- (2) Without limiting the generality of the foregoing, examples of arrangements, requirements and restrictions include:
- (a) restricting the number of members and proxies or other persons at any physical venue to such number as can safely and conveniently be accommodated there;
  - (b) requiring attendees attending physically to submit to searches and/or health and safety restrictions; and
  - (c) refusing entry to, or remove from, a meeting any member, proxy or other person who fails to comply with any arrangements, requirements or restrictions of the meeting.

61. **Meetings at physical venues, by using virtual meeting technology or a combination of both**

- (1) For the purposes of these Articles, a General Meeting taking place at two or more Meeting Locations shall be treated as taking place where the chairman of the meeting presides (“**principal location**”).
- (2) A member, who is present in person or by proxy at a Meeting Location other than the principal location and entitled to vote, shall be counted in the quorum and may exercise all rights that they would have been able to exercise as if they were present at the principal location.
- (3) Subject to any other requirements in these Articles, a General Meeting shall be duly constituted and its proceedings shall be valid if the chairman of the meeting is satisfied that electronic facilities are available during the meeting to allow members present in person or by proxy at the meeting to exercise their rights to listen, speak and vote at it.
- (4) The entitlement of any member or proxy to attend a General Meeting shall be subject to any such arrangements, requirements or restrictions as stated in the notice of meeting to apply to the meeting or as required by the Directors or the chairman of the meeting pursuant to these Articles. Members or proxies must comply with all such arrangements, requirements and restrictions and any failure to comply may result in the person being refused entry or removed from the meeting.
- (5) If there is a failure of electronic facilities or any other arrangements procured by or on behalf of the Company for attendance or participation in the meeting at one or more Meeting Location(s), the chairman of the meeting may suspend or adjourn the meeting. Such suspension or adjournment or the failure of electronic facilities or arrangements will not affect the validity of the meeting, or any business conducted at the meeting up to the point of suspension or adjournment, or any action taken pursuant to the meeting.

- (6) A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information and opinion which that person has on the business of the meeting.
- (7) A person is able to exercise the right to vote at a General Meeting when,
  - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - (b) that person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (8) In determining attendance at a General Meeting, it is immaterial whether any two or more persons attending it are in the same Meeting Location as each other or how they are able to communicate with each other.
- (9) A person is regarded as attending a General Meeting by using virtual meeting technology if:
  - (a) the person uses the virtual meeting technology specified in the notice of the meeting or as determined by the Directors or chairman of the meeting pursuant to these Articles; and
  - (b) where the person has the rights to listen, speak and vote at the meeting, the person is able to exercise them as stipulated in Articles 61(6) and (7).
- (10) All persons seeking to attend and participate in a General Meeting using virtual meeting technology shall be responsible for ensuring that they have access to the facilities (including systems, equipment and connectivity) which are necessary to enable them to do so. Any failure of these facilities accessed or used by any attendee shall not affect the validity of the meeting or any business conducted at the meeting or any action taken pursuant to the meeting.

**61A. Decision of Directors and Chairman of the Meeting**

Any decision of the Directors or the chairman of the meeting made in relation to a General Meeting pursuant to these Articles or the Statutes shall be final and conclusive.

**62. Adjournment if quorum not present**

If within 15 minutes from the time appointed for the holding of a General Meeting (or a rearranged meeting) a quorum be not present, the meeting shall stand adjourned to the same day in the next week (or if that day be a holiday, to the next business day thereafter), at the same time and Meeting Location(s) as the original meeting, or to such other day, and at such other time and Meeting Location(s) as the chairman of the meeting may determine and the provisions of Article 66 as to notices and as to business to be transacted shall apply. If at such adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, the meeting shall be dissolved.

**63. Chairman**

The Chairman (if any) or, failing him, one of the Directors appointed for that purpose by the Directors present at the General Meeting shall preside at that meeting. But if no Director shall be present within 15 minutes after the time fixed for holding the same or if none of the Directors present is willing to preside, the members present and entitled to vote shall choose one of their number to preside at the meeting.

**64. Directors and other persons entitled to attend and speak**

Each Director shall be entitled to attend and speak at any General Meeting and at any separate meeting of the holders of any class of shares in the Company. The chairman of the meeting may invite any person to attend and speak at any General Meeting whom the chairman considers to be equipped by knowledge or experience of the Company's business to assist in the business to be transacted at the meeting.

**65. Resolutions and amendments**

- (1) Subject to the Statutes, a resolution may only be put to the vote at a General Meeting if the chairman of the meeting in his absolute discretion decides that the resolution may properly be regarded as within the scope of the meeting.
- (2) In the case of a resolution to be proposed as a special resolution no amendment may be made, at or before the time at which the resolution is put to the vote, to the form of the resolution as set out in the notice of meeting, except to correct a patent error or as may otherwise be permitted by law.
- (3) In the case of a resolution to be proposed as an ordinary resolution no amendment may be made, at or before the time at which the resolution is put to the vote (other than an amendment to correct a patent error), unless:
  - (a) in the case of an amendment to the form of the resolution as set out in the notice of meeting, written notice of the intention to move the amendment is received by the Company at the Office no later than 48 hours before the time fixed for the holding of the relevant meeting; or
  - (b) in any case, the chairman of the meeting in his absolute discretion otherwise decides that the amendment or amended resolution may properly be put to the vote.

The giving of written notice under subparagraph (a) above shall not prejudice the power of the chairman of the meeting to rule the amendment out of order.

- (4) With the consent of the chairman of the meeting, a person who proposes an amendment to a resolution may withdraw it before it is put to the vote.
- (5) If the chairman of the meeting rules a resolution or an amendment to a resolution admissible or out of order (as the case may be), the proceedings of the meeting or on the resolution in question shall not be invalidated by any error in his ruling. Any ruling by the chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.

**66. Adjournment except due to quorum not present**

- (1) With the consent of any meeting at which a quorum is present the chairman thereof may (and shall if so directed by the meeting) adjourn the meeting to another time and/or Meeting Location(s).
- (2) Notwithstanding Article 66(1) and in addition to the power in Article 61(5), the chairman of the meeting may in his absolute discretion at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or Meeting Location(s) if, in his opinion, it would facilitate the conduct of the business of the meeting to do so.
- (3) Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be sent or supplied in the same manner as in the case of an original meeting.
- (4) Save as aforesaid, no person shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

**67. Voting and demand for poll**

- (1) Subject to the rules prescribed by any Relevant Exchange, at every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or upon the declaration of the result of the show of hands) a poll be demanded by:
  - (a) the chairman of the meeting; or
  - (b) at least three members present in person or by proxy having the right to vote on the resolution; or
  - (c) a member or members present in person or by proxy representing in aggregate at least five per cent. of the total voting rights of all the members having the rights to attend and vote at the meeting,

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

- (2) A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and the demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- (3) Unless a poll be so demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the books of proceedings of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

**68. How poll to be taken**

- (1) If a poll be demanded in manner aforesaid (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within fourteen days after the said meeting) and place and in such manner (including the use of ballot or voting papers or tickets or electronic facilities) as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be members).
- (2) Notwithstanding paragraph (1) above, a poll demanded on the appointment of a chairman of the meeting and a poll demanded on a question of adjournment shall both be taken at the meeting immediately and without adjournment.
- (3) It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.
- (4) On a poll, votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- (5) The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

**69. Continuance of business after demand for poll**

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

**70. Casting vote**

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.

**VOTES OF MEMBERS**

**71. Voting rights**

Subject to any special rights or restrictions as to voting for the time being attached to any shares and to the provisions of these Articles and the Statutes, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or proxy shall have one vote and, on a poll, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or proxy, shall have one vote for every share of which he is the holder.

**72. How votes may be given**

- (1) On a vote on a resolution on a show of hands at a General Meeting, every member present in person shall have one vote, and every proxy present who has been duly appointed by a member entitled to vote on the resolution shall have one vote. If a member appoints more than one proxy, none of the proxies so appointed shall be entitled to vote on the resolution on a show of hands, provided

that where more than one proxy is appointed by a member which is a clearing house or its nominee, each such proxy shall have one vote on a show of hands.

(2) On a poll, votes may be given either personally or by proxy and a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

(3) (deleted)

**73. Representation of corporations which are members of the Company at meetings**

Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of members of the Company; and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member present at the meeting in person, including (without limitation) power to vote on a show of hands or on a poll and to demand or concur in demanding a poll.

**74. Representation of a clearing house which is member of the Company at meetings**

Where a member is a clearing house or its nominee, it may authorise such person or persons as it thinks fit to act as its representative (or representatives) at any General Meeting or any separate meeting of any class of members provided that, if more than one person is so authorised, the authorisation must specify the number and class of shares in respect of which each such person is so authorised. The person so authorised will be entitled to exercise the same power on behalf of the clearing house (or its nominee) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee), including the right to vote individually on a show of hands.

**75. Voting rights of joint holders**

Where there are joint registered holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto, but so that, if more than one of such joint holders shall tender a vote on the same resolution, whether personally or by proxy, the vote of the senior who tenders a vote 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 such share.

**76. Voting rights of members incapable of managing their affairs**

A member in respect of whom an order has been made by any Court having jurisdiction (whether in Hong Kong or elsewhere) in matters concerning mental disorder, may vote, whether on a show of hands or on a poll, by his receiver, curator bonis, or other person in the nature of a receiver or curator bonis appointed by such Court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote as aforesaid shall have been received by the Company as the Directors may direct at least 48 hours before the time fixed for holding the meeting or adjourned meeting or rearranged meeting (as the case may be) at which such person proposes to vote as aforesaid and in default the right to vote shall not be exercisable.

**77. Voting restrictions under Listing Rules**

Where any member is, under the Rules Governing the Listing of Securities on the Stock Exchange, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.

**78. Objections to admissibility of votes**

No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting or poll at which the vote objected to is or may be given or tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

**PROXIES**

**79. Appointment and form of proxies**

- (1) The instrument appointing a proxy shall be in writing in any usual or common form or any other form which the Directors shall from time to time approve or accept and:
  - (a) in the case of an individual, signed by the appointor, or his attorney or agent duly authorised in writing or authenticated in accordance with Article 144(3); and
  - (b) in the case of a corporation, shall either be executed under its common seal or be signed on its behalf by its attorney, agent or officer duly authorised or authenticated in accordance with Article 144(3).
- (2) The Directors may require evidence of the authority of such attorney, agent or officer. In the absence of satisfactory evidence required by the Directors, the Company may treat an appointment of the relevant proxy as invalid.
- (3) The signature on such instrument need not be witnessed.
- (4) A proxy need not be a member and a member may appoint more than one proxy to attend on the same occasion.

**80. Proxy may demand a poll**

The instrument appointing a proxy shall be deemed also to confer authority to demand or concur in demanding a poll.

81. (deleted)

**82. Delivery of proxies**

- (1) The instrument appointing a proxy must be received by the Company in the manner set out in the notice convening the General Meeting or by way of a note to, or in any document accompanying, such notice or in any notice of adjournment or rearrangement (if sent):

- (a) in the case of a General Meeting, at least 48 hours before the time fixed for holding the meeting or, as the case may be, the adjourned meeting or rearranged meeting; or
- (b) in the case of a poll to be taken more than 48 hours after it is demanded, at least 24 hours before the time appointed for the taking of the poll,

and an instrument of proxy which is not so received by the Company shall not be treated as valid.

- (1A) In calculating the notice periods set out above, no account is to be taken of any part of a day that is a public holiday. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.
- (1B) When two or more valid but differing instruments of proxy in respect of the same share for the same meeting have been received by the Company, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.
- (1C) The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.
- (1D) The Company may, at its absolute discretion, provide an electronic address or an electronic platform 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 evidence of authority, the validity of, or otherwise relating to, an appointment of proxy and notice of termination of the authority of a proxy).
- (1E) If such an electronic address or electronic platform 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 or electronic platform, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the electronic address or electronic platform.
- (1F) Without limitation, the Company may from time to time determine that any such electronic address or electronic platform may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses or electronic platforms for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, to avoid doubt, imposing any security or encryption arrangements as may be specified by the Company.
- (1G) Notwithstanding paragraphs (1D) to (1F) above, if any document or information required to be sent to the Company in the manner set out under Article 79 and this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to the Company if the same is not received by the Company at its designated electronic address or electronic platform in accordance with paragraphs (1D) to (1F) above, or if no electronic address or electronic platform has been designated by the Company for the receipt of such document or information.

- (2) (deleted)
- (3) (deleted)
- (4) (deleted)
- (5) No instrument of proxy shall be valid except for the meeting or meetings mentioned therein and any adjournment or rearrangement thereof.

**83. Termination of proxy's authority**

- (1) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental incapacity of the principal, or revocation of the proxy or the authority under which the same was executed or (until entered in the Register) the transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, mental incapacity, revocation or transfer shall have been received:
  - (a) by the Company at least 48 hours before the time fixed for holding the General Meeting, or adjourned or rearranged meeting at which the vote is given;
  - (b) in the case of a poll taken more than 48 hours after it was demanded, by the Company at least 24 hours before the time appointed for the taking of the poll; or
  - (c) by the Company Secretary or the chairman of the meeting on the day and at the place of the meeting.
- (2) In calculating the notice periods set out above, no account is to be taken of any part of a day that is a public holiday. Only such intimation in writing actually received by the Company shall be taken into account by the Company.

**DIRECTORS**

**84. Number of Directors**

Unless otherwise determined by an ordinary resolution of the members of the Company and approved by the Commission, the number of Directors shall be not less than two and not more than thirteen.

**85. Directors need not be members**

A Director need not be a member of the Company but shall be entitled to receive notice of and to attend and speak at all General Meetings and at all separate meetings of the holders of any class of shares of the Company.

**86. Remuneration of Directors and expenses**

- (1) The ordinary remuneration of the Directors shall from time to time be determined by the Company in General Meetings and such remuneration shall be divided among them in such proportion and manner as they may agree or, failing agreement, equally.

- (2) The Directors shall also be paid out of the funds of the Company all their travelling, hotel and other expenses properly incurred by them in and about the discharge of their duties, including their expenses of travelling to and from meetings of the Directors, or committee meetings, or General Meetings (subject always to the provisions of any agreement between the Company and any Director).

**87. Special remuneration**

The Directors may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director, and may, without prejudice to the provisions of Article 97, be made payable by a lump sum or by way of salary, commission, participation in profits or otherwise as the Directors may decide.

### **APPOINTMENT AND REMOVAL OF DIRECTORS**

**88. Appointment of Directors and Government Appointed Directors**

- (1) The Company may by ordinary resolution elect any person to be a Director, but the total number of Directors so elected shall not at any time exceed six.
- (2) Subject to any express terms to the contrary in the relevant resolution for appointing any Director under paragraph (1) above, any Director so elected by the Company shall be elected for a term of not more than approximately three years expiring at the conclusion of the annual general meeting of the Company held in the third year following the year of his appointment and for the avoidance of doubt, on expiration of his term he shall be deemed a retiring Director and eligible for re-appointment pursuant to Article 91.
- (3) No person (other than a Director retiring in accordance with these Articles) shall be appointed or re-appointed a Director at any General Meeting under paragraph (1) above unless:
- (a) he is recommended by the Directors; or
  - (b) he is nominated by notice in writing by a member (other than the person to be proposed) entitled to attend and vote at the meeting, and such notice of nomination shall be served on the Company Secretary within the seven-day period commencing the day after the despatch of the notice of the meeting (or such other period, being a period of not less than seven days, commencing no earlier than the day after the despatch of the notice of such meeting and ending no later than seven days prior to the date appointed for such meeting, as may be determined by the Directors from time to time). The notice of nomination shall be accompanied by a notice signed by the proposed candidate indicating his willingness to be appointed or re-appointed.
- (4) Subject to the provisions of section 77 of the SFO, the Financial Secretary may at any time:
- (a) appoint any person as a Director representing the public interest; and
  - (b) remove from office any person so appointed (whether or not his term has been completed);

provided that the number of Directors from time to time appointed by the Financial Secretary shall not exceed six, and any Director so appointed shall be appointed for a term of not more than approximately three years expiring at the conclusion of the annual general meeting of the Company held in the third year following the year of his appointment and for the avoidance of doubt, on expiration of his term he shall retire but be eligible for re-appointment pursuant to paragraph (6) below.

- (5) The person appointed pursuant to Article 109 as Chief Executive shall, ex-officio, be a Director and for the avoidance of doubt, such Director's term will be deemed to be the term of his employment as Chief Executive as established in his employment contract and on expiry of his term upon termination or expiry of his employment as the Chief Executive, he shall retire and be eligible for re-appointment.
- (6)
  - (a) Any appointment of a Government Appointed Director under paragraph (4) shall be in writing and shall be accompanied, if the appointee is not already a Director, by the appointee's signed consent to such appointment and such appointment may be specified to be for a particular period;
  - (b) Any removal of a Government Appointed Director under paragraph (4) shall be in writing;
  - (c) The appointment or removal of a Government Appointed Director shall become effective when the documentation referred to in subparagraphs 6(a) and 6(b) above is received by the Company at its registered office or, if later, on the effective date of appointment or removal as specified in the documentation, at which time such person shall be a Director or cease to be a Director, as the case may be, without further formality;
  - (d) Subject to subparagraph (e) below, a Government Appointed Director shall retire from office upon the expiration of any particular period specified in his most recent appointment or reappointment pursuant to paragraph (4); and
  - (e) A person may at any time be re-appointed as a Government Appointed Director in the same manner as applies to an appointment under paragraph (4).

**89. Separate resolutions for appointment of each Director**

Every resolution of a General Meeting for the appointment of a Director shall relate to one named person and a single resolution for the appointment of two or more persons shall be void, unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

**90. The Directors' power to appoint additional Directors**

Without prejudice to the power of the Company in General Meeting in accordance with any of the provisions of these Articles to appoint any person to be a Director, the Directors may, at any time, and from time to time, appoint any person to be a Director (other than a Government Appointed Director), either to fill a casual vacancy or by way of addition to their number, but so that the total number of Directors (other than Government Appointed Directors) shall not exceed the maximum number fixed by Article 88(1). Any Director so appointed by the Directors shall hold office only until the next following General Meeting (in the case of filling a casual vacancy) or until the next following annual general meeting of the

Company (in the case of an addition to their number), and shall then be eligible for reappointment.

**91. Retirement of Directors**

- (1) A retiring Director shall (unless he is removed from office or his office is vacated in accordance with these Articles) retain office until the close of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.
- (2) A retiring Director shall be eligible for reappointment.
- (3) Subject to the provisions of these Articles, if the Company, at any meeting at which a Director retires in accordance with these Articles upon expiration of his term or otherwise, does not fill the office vacated by such Director, the retiring Director, if willing to act, shall be deemed to be re-appointed, unless at the meeting a resolution is passed not to fill the vacancy or to appoint another person in his place or unless the resolution to re-appoint him is put to the meeting and lost.

**92. Removal of Directors**

- (1) The Company may by ordinary resolution remove any Director (other than a Government Appointed Director or the Chief Executive) before his period of office has expired notwithstanding anything in these Articles or in any agreement between him and the Company.
- (2) A Director (other than a Government Appointed Director or the Chief Executive) may also be removed from office by giving him notice to that effect signed by all the other Directors.
- (3) Any removal of a Director under this Article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him and the Company.

**DISQUALIFICATION OF DIRECTORS**

**93. Vacation of office of Director**

The office of a Director shall ipso facto be vacated:

- (a) if he ceases to be a Director by virtue of any provision of the Statutes or he becomes prohibited by law from being a Director; or
- (b) if he becomes bankrupt or a receiving order is made against him or he makes any arrangement or composition with his creditors generally; or
- (c) if he is, or may be, suffering from mental disorder and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person by whatever name called to exercise powers with respect to his property or affairs; or
- (d) if he shall for more than six months have been absent without special leave of absence from the Directors from meetings of the Directors held during

that period, and they pass a resolution that he has by reason of such absence vacated office; or

- (e) if he serves on the Company (and in the case of a Government Appointed Director, on the Financial Secretary as well) notice of his wish to resign, in which event he shall ipso facto vacate office on the service of such notice on the Company (and in the case of a Government Appointed Director, on the Financial Secretary as well) or such later time as is specified in such notice; or
- (f) if he is removed in the manner provided in Article 88 (in the case of a Government Appointed Director) or Article 92 (in the case of other Directors); or
- (g) in the case of the Chief Executive, he ceases to hold such office; or
- (h) in the case of a Director other than a Government Appointed Director, if he is removed by ordinary resolution of the Company in accordance with the Statutes.

## **POWERS OF DIRECTORS**

### **94. General powers of Directors to manage Company's business**

- (1) The business of the Company shall be managed by the Directors who may exercise all the powers of the Company to the extent that the same are not required by the Statutes or these Articles to be exercised by the Company in General Meeting. Any exercise of such powers by the Directors shall be in accordance with the provisions of the Statutes and these Articles. No alteration of these Articles shall invalidate any prior act of the Directors which would have been valid if the same had not been passed or made.
- (2) The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article or by any resolution of the Company in General Meeting.

### **95. Specific powers of Directors to make rules**

Without limiting the generality of Article 94, the Directors shall have specific power to make, vary and to enforce such rules in connection with the management, operation and conduct of business of the Company and its subsidiaries as they deem desirable, provided that no such rule shall be inconsistent with or shall affect or repeal anything contained in these Articles and that any such rule shall comply with all legal and regulatory requirements imposed on or applicable to the Company.

### **96. Power to act notwithstanding vacancy**

The continuing Directors or the sole continuing Director at any time may act notwithstanding any vacancy in their body; provided always that if the Directors shall at any time be reduced in number to less than the minimum number fixed by or in accordance with these Articles, it shall be lawful for him or them to act as Director(s) for the purpose of filling up vacancies in their body or convening General Meetings or meetings of the holders of any class of shares in the Company, but not for any other purpose. If there shall be no Director able or

willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

**97. Pensions, etc.**

- (1) The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuating fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any persons who are or shall have been at any time Directors of the Company or in the employment or service of the Company or of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or any such subsidiary or associated company or the spouses, widows, widowers, families, relatives or dependants of any such persons.
- (2) The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid, or its members, and may make or procure payments for or towards the insurance of any such persons as aforesaid and subscriptions or guarantees for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- (3) Without prejudice to the generality of the foregoing paragraphs of this Article, the Directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of any such persons as aforesaid in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.
- (4) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.

## **BORROWING POWERS**

**98. Power to borrow money**

Subject as hereinafter provided, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge the whole or any part of its undertaking, property and assets (both present and future) and uncalled capital and (subject, to the extent applicable, to the provisions of the Statutes) to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

## **DIRECTORS INTERESTS, ETC.**

**99. Power of Directors to hold offices of profit and to contract with Company**

- (1) Subject to the Statutes, no Director or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise, nor (subject to the interest of the Director being duly declared) shall any contract or arrangement entered into by or on behalf of the Company 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 for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

- (2) A Director may hold any other office or place of profit with the Company (except that of the Auditor) in conjunction with his office of Director for such period (subject to the Statutes) and upon such terms as the Directors may decide and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Directors may decide, either in addition to or in lieu of any remuneration under any other provision of these Articles.
- (3) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditors of the Company.
- (4) Any Director may continue to be or become a member or director of, or hold any other office or place of profit under, any other company in which the Company may be interested, and no such Director shall be accountable for any dividend, remuneration, superannuating payment or other benefits received by him as a member or director of, or holder of any other office or place of profit under, any such other company. The Directors may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as they think fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company or in favour of the payment of remuneration to the directors or officers of the other company.
- (5) If a Director or any of his associates or an entity connected with the Director is, in any way, whether directly or indirectly, interested in a transaction, arrangement or contract or a proposed transaction, arrangement or contract with the Company, the Director shall, if such transaction, arrangement or contract or proposed transaction, arrangement or contract is significant in relation to the Company's business and the Director's interest or the interest of his associate or the entity connected with the Director (as applicable) is material, declare the nature and extent of his interest or the interest of his associate or the entity connected with the Director (as applicable) in accordance with:
  - (a) sections 536 to 538 of the Ordinance and these Articles; and
  - (b) any requirements prescribed by the Company for the declarations of interests of Directors in force from time to time.
- (6) A declaration of interest by a Director under Article 99(5) in a transaction, arrangement or contract that has been entered into must be made as soon as reasonably practicable and a declaration of interest by a Director under Article 99(5) in a proposed transaction, arrangement or contract must be made before the Company enters into the transaction, arrangement or contract.
- (7) A declaration of interest by a Director must be:
  - (a) made at a Directors' meeting;
  - (b) made by a notice in writing and sent by the Director to the other Directors;  
or

- (c) made by a general notice by the Director.
- (8) A notice for the purposes of Article 99(7)(b) must be sent:
- (a) in hard copy form or, if the recipient has agreed to receive it in electronic form, in the electronic form so agreed; and
  - (b) by hand or by post or, if the recipient has agreed to receive it by electronic means, by the electronic means so agreed.
- (9) If a declaration to Directors under Article 99(5) is made by notice in writing:
- (a) the making of the declaration is to be regarded as forming part of the proceedings at the next Directors' meeting after the notice is given; and
  - (b) section 481 of the Ordinance applies as if the declaration had been made at that meeting.
- (10) A general notice by a Director for the purposes of Article 99(7)(c) is a notice to the effect that:
- (a) the Director has an interest (as member, officer, employee or otherwise) in a body corporate or firm specified in the notice, and is to be regarded as interested in any transaction, arrangement or contract that may, after the effective date of the notice, be entered into by the Company with the specified body corporate or firm; or
  - (b) the Director is connected with a person specified in the notice (other than a body corporate or firm), and is to be regarded as interested in any transaction, arrangement or contract that may, after the effective date of the notice, be entered into by the Company with the specified person.
- (11) A general notice under Article 99(7)(c) must state:
- (a) the nature and extent of the Director's interest in the specified body corporate or firm; or
  - (b) the nature of the Director's connection with the specified person.
- (12) A general notice must be given at a Directors' meeting, or in writing and sent to the Company.
- (13) A general notice given at a Directors' meeting takes effect on the date of the Directors' meeting. A general notice given in writing and sent to the Company takes effect on the twenty-first day after the day on which it is sent to the Company.
- (14) A Director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each

Director and in that case each of the Directors concerned (if not otherwise debarred from voting under this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

- (15) A Director shall also not vote (or be counted in the quorum at a meeting) in relation to any resolution relating to any transaction, arrangement or contract or other proposal in which he or any of his associates or any entity connected with him has an interest which is to his knowledge a material interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a Director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:
- (a) the giving to him or any of his associates or any entity connected with him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries;
  - (b) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself or any of his associates or any entity connected with him has assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
  - (c) where the Company or any of its subsidiaries is offering securities in which offer the Director or any of his associates or any entity connected with him is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which any of them is to participate;
  - (d) any contract in which he or any of his associates or any entity connected with him is interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his or their interest in shares or debentures or other securities of the Company;
  - (e) any contract concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, their associates, any entity connected with them and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director or any of his associates or any entity connected with him as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
  - (f) any contract for the benefit of employees of the Company or of any of its subsidiaries under which the Director or any of his associates or any entity connected with him benefits in a similar manner to the employees and which does not accord to any Director or any of his associates or any entity connected with him as such any privilege or advantage not accorded to the employees to whom the contract relates; and
  - (g) any contract for the purchase or maintenance for any Director or Directors of insurance against any liability.

References in this paragraph 15 to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.

- (16) If any question arises at any meeting as to the materiality of an interest of a Director (other than the chairman of the meeting) or any of his associates or any entity connected with him or as to the entitlement of any Director (other than the chairman of the meeting) to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director or any of his associates or any entity connected with him concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting or any of his associates or any entity connected with him and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the Directors (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman or any of his associates or any entity connected with him, so far as known to him, has not been fairly disclosed.
- (17) For the purposes of this Article, references to an entity connected with a Director shall be construed in accordance with section 486 of the Ordinance.
- (18) Subject to the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

## **PROCEEDINGS OF DIRECTORS**

### **100. Board meetings, quorum and voting**

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. Unless and until otherwise determined by the Directors, four Directors shall be a quorum provided always that not less than half of such number of Directors as shall constitute a quorum from time to time shall be Government Appointed Directors. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

### **101. Notice of meetings**

A Director may at any time, and, on the request of any Director, the Company Secretary shall, call a meeting of the Directors. Notice of meetings of the Directors shall be given to all Directors. Notice of a meeting of the Directors shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from Hong Kong may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from Hong Kong. A Director may waive notice of any meeting either prospectively or retrospectively.

**102. Chairman or other Director to preside**

The Chairman shall, if present and willing, preside at all meetings of the Directors, but if no such Chairman be appointed, or if he be not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chairman of such meeting, the Directors present shall choose one of their number to act as chairman of such meeting and the Director so chosen shall preside at such meeting accordingly.

**103. Competence of board meetings and continuing Directors to act**

- (1) A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors generally.
- (2) The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their number but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles or is below the number fixed by or in accordance with these Articles as the quorum or there is only one continuing Director, the continuing Directors or Director may act for the purpose of filling vacancies or of summoning General Meetings but not for any other purpose.

**104. Power to appoint Committees**

- (1) The Directors may from time to time appoint committees (including, but without limitation, a Risk Management Committee in compliance with section 65 of the SFO) consisting of such member or members of their body and/or such other person(s) as they think fit, and may delegate any of their powers or discretions to any such committee, and from time to time revoke any such delegation and discharge any such committee wholly or in part. Any committee so formed shall, in the exercise of the powers or discretions so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors. Without limiting the generality of this Article 104, any committee so formed may be authorised by the Directors to sub-delegate all or any of the powers, authorities or discretions for the time being vested in it.
- (2) Subject to the Relevant Regulations, the Directors may make rules in relation to the proceedings of committees.

**105. Procedure at Committee meetings**

Subject to Article 104, committees may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the chairman of a meeting shall have a second or casting vote.

**106. Resolutions in writing and conference meetings**

- (1) Subject to Article 106(1A), a resolution in writing of the Directors is adopted when all the Directors (except Director(s) who is or are temporarily unable to act due to ill-health or disability) who would have been entitled to vote on such resolution if it had been proposed at a meeting of the Directors have:
  - (a) signed one or more copies of it; or
  - (b) otherwise signified their agreement in writing.

- (1A) A resolution in writing of the Directors is not adopted if the number of Directors entitled to vote on the resolution is less than the quorum for that Directors' meeting.
- (1B) Once a Directors' resolution in writing has been adopted, it shall be treated as if it had been a resolution passed at a Directors' meeting in accordance with these Articles.
- (2) (a) A meeting of the Directors or of a committee may consist of a conference amongst Directors or members of the committee some or all of whom are in different locations provided that each Director, or as the case may be, member of the committee who participates is able:
  - (i) to hear each of the other participating Directors or members of the committee addressing the meeting; and
  - (ii) if he so wishes, to address all of the other participating Directors or members of the committee simultaneously,
 

whether directly, by conference telephone or by any other form of communications equipment (whether or not such equipment is available when this Article is adopted) or by a combination of those methods;
- (b) a quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors or members of the committee required to form a quorum; and
- (c) a meeting held in this way is deemed to take place where the largest group of participating Directors or, as the case may be, members of the committee is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

**107. Validity of acts of Directors and Committee members**

All acts bona fide done by any meeting of the Directors, or of a committee, or by any person acting as a Director or committee member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and qualified to be a Director or committee member and had continued to be a Director or committee member and had been entitled to vote.

**108. Minutes**

The Directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Directors;
- (b) of the names of all the Directors present at each meeting of the Directors and of the names of all the members present at each meeting of any committee; and
- (c) of all resolutions and proceedings of all General Meetings and meetings of any class of members, and of the Directors and of any committee

and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such appointments were made or such Directors or members were present or such resolutions were passed or proceedings held (as the case may be), or by the chairman of the next succeeding meeting of the Company or Directors or committee (as the case may be), shall be sufficient evidence without any further proof of the facts therein stated.

**CHAIRMAN, CHIEF EXECUTIVE,  
CHIEF OPERATING OFFICER ETC.**

**109. Appointment**

- (1) Subject to paragraphs (2) and (3) below, the Directors may from time to time appoint one or more of their number or any other person to any office or employment under the Company (including, but without limitation, that of Chairman, Chief Executive or Chief Operating Officer) for such period and on such terms as they think fit, and may also permit any person appointed to be a Director to continue in any office or employment held by him before he was so appointed. Subject to paragraphs (2) and (3) below, the Directors may also from time to time (without prejudice to any claim for damages for breach of any agreement between him or them and the Company) remove him or them from office and appoint another or others in his place or their places.
- (2) Any appointment of a person to the office of Chairman by the Directors shall be subject to (and effective only upon) the written approval of such appointment by the Chief Executive of Hong Kong. The Chairman shall be a non-executive Director and shall be appointed for an initial term coinciding with his term as a non-executive Director and may be re-appointed in accordance with the provisions of this Article for a further period or periods up to a maximum of the longer of six consecutive years or six consecutive annual general meetings (including the initial term as aforesaid but disregarding any annual general meeting held in the year 2000). For greater certainty, a person who has served as Chairman for the maximum consecutive period as aforesaid shall not be eligible for reappointment until the later of one year after he ceases to be Chairman or the next annual general meeting after he ceases to hold such office. A person may only be removed from his office as Chairman by:
  - (a) a resolution of the Directors passed by two-thirds in number of the Directors; or
  - (b) written notice from the Chief Executive of Hong Kong removing him from his office in accordance with section 69 of the SFO.
- (3) Any appointment of a person to the office of Chief Executive or Chief Operating Officer by the Directors shall be subject to (and effective only upon):
  - (a) the Chairman providing his prior written recommendation to the appointment of the relevant person to the relevant office; and
  - (b) the written approval of the Commission.

A person may only be removed from his office as Chief Executive or Chief Operating Officer by:

- (i) a resolution of the Directors passed by a simple majority in number of the Directors if such removal has been recommended by the Chairman; or

- (ii) written notice from the Commission removing him from his office in accordance with section 70 of the SFO.

A person removed from office by the Commission pursuant to subparagraph 3(ii) above shall be entitled to appeal his removal to the Chief Executive in Council (having the same meaning as used in section 73 of the SFO) in accordance with the provisions of section 73 of the SFO.

**110. Remuneration of Officers**

The remuneration and other terms and conditions of appointment of a person (including a Director) appointed to any office or employment under the Company pursuant to the last preceding Article shall from time to time (without prejudice to the provisions of any agreement between him and the Company) be fixed by the Directors, and may (without prejudice to the provisions of Article 97) be by way of fixed salary, commission, participation in profits or otherwise and either in addition to or inclusive of his remuneration as a Director.

**111. Powers and duties of Directors and persons so appointed**

The Directors may, from time to time, entrust to and confer upon a Director or other person appointed to any office or employment pursuant to Article 109 such of the powers exercisable under these Articles by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they may consider expedient, and may confer such powers collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers. Without limiting the generality of the foregoing, any such officer or employee as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities or discretions for the time being vested in him.

## **LOCAL MANAGEMENT**

**112. Power to appoint local managers**

The Directors may, from time to time, provide for the management and transaction of the affairs of the Company in or from any specified locality, whether in Hong Kong or elsewhere, in such manner as they think fit, and the provisions contained in the two next following Articles shall be without prejudice to the general powers conferred by this Article.

**113. Power to appoint attorney**

The Directors may, at any time, and from time to time, by power of attorney under seal or as permitted by the Statutes, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Directors may from time to time think fit, and such appointment may (if the Directors think fit) be made in favour of any body corporate, or of the members, directors, nominees or managers of any body corporate or unincorporate, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors, and any

such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorney as the Directors may think fit.

**114. Power to sub-delegate**

Any such delegate or attorney as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities or discretions for the time being vested in him.

### **COMPANY SECRETARY**

**115. Appointment of Company Secretary**

The Company Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Company Secretary so appointed may (without prejudice to any claim for damages for breach of any contract between him and the Company) be removed by them.

**116. Dual capacity**

A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the Company 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 Company Secretary.

**117. Assistant Company Secretary**

The Directors may, at any time and from time to time, appoint any person to be Assistant Company Secretary and anything required or authorised to be done by or to the Company Secretary may be done by or to any Assistant Company Secretary so appointed; and any Assistant Secretary may (without prejudice to any claim for damages for breach of any contract between him and the Company) be removed by the Directors.

### **SEAL**

**118. Seal**

- (1) The Directors shall provide for the safe custody of every seal of the Company and the Company may exercise the powers conferred by the Statutes with regard to having official seals for use in any territory outside Hong Kong, and such powers shall be vested in the Directors. Whenever in these Articles reference is made to a seal the reference shall, when and so far as may be applicable, be deemed to include any such official seals as aforesaid.
- (2) A seal shall not be affixed to any instrument, except by the general or special authority of a resolution of the Directors, or of a committee of the Directors authorised in that behalf. The Directors may from time to time make such regulations as they think fit (subject to the provisions of these Articles) determining the persons and the number of such persons who shall sign every instrument to which a seal is affixed. Until otherwise so determined, every such instrument shall be signed by any one Director and the Company Secretary or any two Directors or any one or more persons authorised for the purpose by the Directors, and, in favour of any purchaser or person bona fide dealing with the Company, the

signatures of such persons shall be conclusive evidence of the fact that seal has been properly affixed.

- (3) At the absolute discretion of the Company and subject to the Relevant Regulations, every certificate of shares or that which represents any other securities in the Company may be issued under a seal or under any official seal kept by the Company pursuant to section 126 of the Ordinance.
- (4) Each certificate, whether or not a seal is affixed, shall bear the autographic signature of at least one Director and the Company Secretary or at least two Directors or any one or more other persons authorised for the purpose by the Directors, provided that the Directors may by resolution determine (either generally or in any particular case or cases) that such signatures shall be dispensed with, or shall be affixed by means of some method or system of mechanical signature.
- (5) Each certificate to which such official seal as is referred to in paragraph (3) of this Article shall be affixed need not bear any signatures.

#### **119. Execution of documents**

Any document executed in accordance with section 127(3) of the Ordinance and expressed (in whatever words) to be executed by the Company shall have the same effect as if it had been executed under seal.

### **AUTHENTICATION OF DOCUMENTS**

120. Any Director or the Company Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors 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 where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. 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 Directors or any committee which is certified as aforesaid 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 any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

### **DIVIDENDS**

#### **121. Application of profits in payment of dividends**

Subject to the provisions of the Statutes and of these Articles and to any rights, privileges or restrictions for the time being attached to any shares in the capital of the Company having preferential or special rights in regard to dividend, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls, provided that if any share be issued upon terms providing that it shall rank for dividend as from or after a particular date, or be entitled to

dividends declared or paid after a particular date, such share shall rank for or be entitled to dividend accordingly.

**122. Declaration of dividends**

Subject to the provisions of the Statutes, the Company may, from time to time, by ordinary resolution, declare a dividend to be paid to the members, according to their rights and interests in the profits, and may fix the time for payment of such dividend.

**123. No larger dividend than recommended by Directors**

No larger dividend shall be declared than is recommended by the Directors, but the Company may by ordinary resolution declare a smaller dividend.

**124. Fixed and interim dividends**

- (1) Subject to the provisions of the Statutes, if and to the extent that the Directors think fit and the position of the Company in their opinion justifies such payment, the Directors may declare and pay dividends on shares carrying an entitlement to fixed dividends in accordance with the rights attached thereto and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.
- (2) Provided that the Directors act bona fide, they shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of a dividend on any shares not ranking pari passu or in priority thereto in respect of dividends.

**125. Scrip dividends**

- (1) In respect of any dividend proposed to be paid or declared by the Directors or by the Company in General Meeting, the Directors may offer, prior to or contemporaneously with the payment or declaration of such dividend, members the right to elect to receive shares, credited as fully paid, instead of cash in respect of all (or some part) of such dividend ("scrip dividend").
- (2) The basis of allotment shall be determined by the Directors and the Directors shall give notice to the members of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.
- (3) The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead shares shall be allotted in accordance with elections duly made and the Directors shall capitalise a sum equal to the aggregate amount in paying up the shares to be allotted out of such sums available for the purpose as the Directors may consider appropriate.
- (4) The shares so allotted pursuant shall rank pari passu in all respects with the shares then in issue save only as regards participation in the relevant dividend.
- (5) The Directors may decide that the right to elect for any scrip dividend shall not be made available to members resident in any territory where, in the opinion of the Directors, compliance with local laws or regulations would be unduly onerous.
- (6) The Directors may do all acts and things as it considers necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any

shares in accordance with the provisions of this Article, and may make such provisions as it thinks fit for the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned).

- (7) The Directors shall not make a scrip dividend available unless the Company has sufficient undistributed profits or reserves to give effect to elections which could be made to receive that scrip dividend.

**126. Unclaimed dividend**

- (1) All unclaimed dividends or other moneys may be invested or otherwise applied by the Directors as they shall think fit, until the same be claimed. The Company shall not be constituted as a trustee in respect thereof.
- (2) Any dividend or other moneys payable on or in respect of any share will be treated as unclaimed for the purposes of these Articles if:
  - (a) a payee (as defined in Article 130) does not specify an address or a bank account or other details necessary in order for the Company to make payment of such dividend or other moneys by the means which the Directors have decided in accordance with these Articles and the Relevant Regulations, or which the payee has elected to receive the payment; or
  - (b) payment of such dividend or other moneys cannot be made by the Company using the relevant address, bank account or other details provided by a payee.
- (3) The Company may cease to send any cheque by post, or make any payment by other means, for dividends or other moneys payable on and in respect of any share which is normally paid in that manner, if these cheques or payments have been returned undelivered or remained uncashed by a holder on at least two consecutive occasions or following one such occasion, reasonable enquiries have failed to establish the member's new address or details. Subject to these Articles, the Company shall recommence sending cheques or making payments by other means in respect of dividends or other moneys payable on and in respect of those shares if such holder or person entitled by transmission to them claims the arrears of dividends or other moneys and does not instruct the Company to pay future dividends or other moneys in some other way.
- (4) Any dividend or other moneys remain unclaimed after a period of six years from the date for payment of such dividend or other moneys shall be forfeited and shall revert to the Company.
- (5) If the Company sells shares in accordance with Article 50, any dividend or other moneys that have not been cashed or claimed by a member (or person entitled by virtue of transmission on death or bankruptcy or otherwise by operation of law) shall be forfeited and shall revert to the Company when such shares are sold. The Company will be entitled to use such uncashed or unclaimed dividends or other moneys in any manner that the Directors may from time to time think fit.

**127. No interest payable on dividends etc.**

No dividend or other moneys payable on or in respect of a share in the capital of the Company shall bear interest against the Company.

**128. Power to satisfy dividend in specie, fractional certificates and cash adjustments**

With the sanction of an ordinary resolution of the Company and upon the recommendation of the Directors any dividend may be paid and satisfied, either wholly or in part, by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, or partly in one way and partly in another or others, and where any difficulty arises in regard to the distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, 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 upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

**129. Deduction of debts due to Company**

The Directors may deduct from any dividend or other moneys payable in respect of any shares held by a member, either alone or jointly with any other member, all such sums of money (if any) as may be presently due and payable by him, either alone or jointly with any other person, to the Company in relation to shares of the Company.

**130. Manner of payment of dividends**

(1) Any dividend or other moneys payable on or in respect of a share will be paid to:

- (i) the holder of that share;
- (ii) if the share is held by more than one person, whichever the joint holders' names appears first in the Register;
- (iii) if the member is no longer entitled to the share, the person or persons entitled to it; or
- (iv) such other person or persons as the member (or, in the case of joint holders of a share, all of them) may direct,

who will be the "payee" for the purpose of this Article 130.

(2) Any dividend or other moneys payable on or in respect of any share may be paid by cheque or warrant or funds transfer system or other method or a combination of methods as the Directors, in their absolute discretion, may decide. Different methods of payment may apply to different holders or groups of holders.

(3) The Company shall not be responsible for any loss in transmission, and payment by cheque or funds transfer system or electronic means or any other means by which the Directors have decided in accordance with these Articles shall be a good discharge to the Company.

## RESERVES

### 131. **Power to provide for depreciation and carry profits to reserve**

The Directors may, before recommending any dividend, write off such sums as they think proper for depreciation, and carry forward in the revenue accounts any profits as they think should not be divided, and may also set aside out of profits of the Company such sum or sums as they think proper as a reserve or reserves, which shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or for repairing, maintaining or adding to the property of the Company, or for such other purposes as the Directors shall, in their absolute discretion, think fit, and pending any such application may, at the discretion of the Directors, either be employed in the business of the Company, or be invested in such investments (other than shares in the Company) as the Directors may from time to time think fit.

### 132. **Reserves**

The Directors may establish such reserve accounts and may divide the Company's reserves into such special funds as they may think fit. The Directors may also carry forward any profits which they may think prudent not to divide without placing the same to reserves.

## CAPITALISATION OF RESERVES, ETC.

### 133. **Capitalisation of reserves**

- (1) The Company may at any time and from time to time, upon the recommendation of the Directors, by ordinary resolution resolve that any sum not required for the payment or provision of any fixed preferential dividend and standing, at the time the ordinary resolution is passed or, if such resolution is conditional, at the time it becomes unconditional, to the credit of any reserve accounts of the Company or to the credit of profit and loss account (whether or not the same be available for distribution) be capitalised, and that such sum be appropriated as capital to and amongst the holders of ordinary shares in the capital of the Company in proportion to the number of ordinary shares held by them respectively at the time the ordinary resolution is passed or, if such resolution is conditional, at the time it becomes unconditional or at such other time as may be stipulated in such resolution, and that the Directors shall in accordance with such resolution apply such sum in paying up in full or in part the issue price of any shares or debentures of the Company on behalf of such holders of ordinary shares in the capital of the Company, and appropriate such shares or debentures to and distribute the same credited as fully or partly paid up amongst such holders of ordinary shares in the capital of the Company in the proportions aforesaid in satisfaction of their shares and interests in the said capitalised sum, or shall apply such sum or any part thereof on behalf of such holders of ordinary shares in the capital of the Company in paying up the whole or part of any amounts which shall for the time being be unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by such resolution.

#### (1A) For the purposes of Article 133(1):

- (a) if the Directors decide to apply any capitalised sum in paying up new ordinary shares (or, subject to any special rights previously conferred on any shares or class of shares, new shares of any other class); and

- (b) unless the ordinary resolution passed in accordance with Article 133(1) provides otherwise, if the Company or its nominee holds treasury shares on the relevant date when entitlement is determined,

then all shares held by the Company or its nominee as treasury shares shall be included in determining the proportions in which the capitalised sum is set aside for the allotment of the new ordinary shares or shares of any other class.

- (2) Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may make such provisions as they think proper for the case of shares or debentures becoming distributable in fractions (including, but without limitation, provisions for the issue of fractional certificates, for the sale and distribution of the proceeds of sale of shares or debentures representing such fractions, and provisions whereby the benefit of fractional entitlements accrue to the Company rather than the members concerned) and further the Directors may fix the value for distribution of any fully paid-up shares or debentures, make cash payment to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as may seem just and expedient to the Directors. When deemed requisite, a proper contract for the allotment and acceptance of any shares or debentures to be distributed as aforesaid shall be executed and (if necessary) filed in accordance with any applicable provisions of the Statutes, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the distribution, and such appointment shall be effective, and the contract may provide for the acceptance by such persons of the shares or debentures to be allotted to them respectively in satisfaction of their claims in respect of the sum so distributed, and any such contract shall be effective and binding on all such persons.

## **RECORD DATES**

### **134. Fixing of record dates**

- (1) Notwithstanding any other provisions of these Articles, but without prejudice to any rights attached to any shares, the Company or the Directors may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue will be made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made.
- (2) In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

## **ACCOUNTS**

### **135. Directors to keep proper accounting records**

The Directors shall cause proper accounting records of the Company to be kept and the provisions of the Statutes in this regard shall be complied with.

**136. Where accounting records to be kept**

The accounting records shall be kept at the Office, or, subject to section 374 of the Ordinance, at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors.

**137. Inspection of records**

The Directors shall, from time to time, determine whether in any particular case, or class of cases, or generally, and at what times, and places, and under what conditions or regulations, the accounting records of the Company, or any of them, shall be open to the inspection of the members, and no member, not being a Director, shall have any right of inspecting any account, book or document of the Company, except as conferred by law or authorised by the Directors or by any ordinary resolution of the Company, nor shall any such member be entitled to require or receive any information concerning the business, trading or customers of the Company, or any trade secret of or secret process used by the Company.

**138. Financial statements etc.**

- (1) The Directors shall, from time to time, in accordance with the Statutes, cause to be prepared and to be laid before the annual general meeting of the Company, a copy of the reporting documents for the financial year as are required by the Statutes. Each statement of financial position that forms part of any financial statements of the Company shall be signed on behalf of the Directors by two of their number. The Directors may also cause to be prepared any summary financial report as they think fit in accordance with the Statutes.
- (2) A copy of the relevant reporting documents or the summary financial report shall be sent or supplied to every member and debenture holder of the Company in accordance with the Relevant Regulations. Accidental non-compliance with this Article shall not invalidate the proceedings at the annual general meeting.
- (3) (deleted)
- (4) For the purposes of this Article, "reporting documents" and "summary financial report" shall have the meaning given to them in the Ordinance.

**AUDIT**

**139. Provisions of Statutes regarding Auditors**

- (1) The provisions of the Statutes as to the appointment, powers, rights, remuneration and duties of the Auditors shall be complied with and, subject to the provisions of the Statutes, all acts done by any person acting as an auditor of the Company shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment, or subsequently became, disqualified.
- (2) An auditor of the Company shall be entitled to attend any General Meeting and to receive all Corporate Communications relating to any General Meeting which any member is entitled to receive and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

## NOTICES, DOCUMENTS AND OTHER INFORMATION

### 140. Form and manner of sending and supplying

- (1) Subject to the Relevant Regulations and except where otherwise expressly stated, any Corporate Communication or any notice, document or information to be sent or supplied to or by any person pursuant to these Articles shall be in writing. A notice calling a meeting of the Directors need not be in writing.
- (2) Any Corporate Communication in writing may, in accordance with these Articles and subject to the Relevant Regulations, be sent or supplied:
  - (a) in hard copy form;
  - (b) in electronic form;
  - (c) by electronic means; or
  - (d) by making it available on a website.

### 141. Corporate Communications to members

- (1) Subject to the Relevant Regulations, the Company may send or supply any Corporate Communication to a member:
  - (a) personally or by sending it by pre-paid post, addressed to such member at his registered address or by leaving it at that address addressed to the member;
  - (b) by publishing it by way of advertisement in at least one English language newspaper and one Chinese language newspaper circulating in Hong Kong;
  - (c) by sending it in electronic form to such address as the member may provide to the Company in writing for that purpose;
  - (d) by making it available on a website;
  - (e) by any other means agreed in writing with the member; or
  - (f) by any other means permitted under the Relevant Regulations.
- (2) (deleted)
- (3) A member may revoke his agreement (including an implied consent or a deemed consent) that Corporate Communications may be sent or supplied to such member in electronic form or by making it available on a website by sending a notice of revocation to the Company as prescribed in the Relevant Regulations and in the manner as specified by the Company from time to time.
- (4) A member may request the Company to send or supply any Corporate Communication in hard copy form or in electronic form by sending a notice to the Company as prescribed in the Relevant Regulations and in the manner as specified by the Company from time to time.

- (5) Subject to the Statutes, any Corporate Communication may be sent or supplied by the Company by reference to the Register as it stands at any time not more than fifteen days before the date it is sent or supplied. No change in the Register after that time shall invalidate that delivery. Where any Corporate Communication is sent or supplied to any person in respect of a share in accordance with these Articles, the Company is not obliged to re-send or re-supply that Corporate Communication to any person deriving any title or interest in that share.

**142. Address of member and failure to notify address**

- (1) Subject to the Relevant Regulations, each member shall, from time to time as requested by the Company, notify the Company in writing an address for the purpose of receiving Corporate Communications in hard copy form or in electronic form.
- (2) The Company shall not be required to send Corporate Communications in hard copy form or in electronic form to a member who has not notified in writing to the Company an address for receiving Corporate Communications in hard copy form or in electronic form, as applicable.

**143. Corporate Communications to joint holders**

Subject to the Relevant Regulations, all Corporate Communications directed to be sent or supplied to the members shall, with respect to any share to which persons are jointly entitled, be sent or supplied to the joint holder whose name stands first in the Register in respect of the share, to the exclusion of the other joint holder(s) and to the address notified by that first joint holder for the purpose of receiving Corporate Communications, and such Corporate Communications so sent or supplied shall be deemed to have been sent or supplied to all the holders of such share.

**144. Notices, documents and other information to Company**

- (1) Save as otherwise expressly permitted in these Articles or the Statutes, any summons, notice, order or other document or information required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it by pre-paid post and properly addressed to the Company or to such officer at the Office.
- (2) The Directors may from time to time specify the form and manner in which a notice, document or information may be sent to the Company by electronic means, including designating one or more electronic address(es) or an electronic platform for the receipt of the notice, document or information. A notice, document or information may be sent to the Company by electronic means only if it is sent in accordance with the requirements specified by the Directors.
- (3) Where the Company permits a notice, document or information to be sent to the Company by electronic means and these Articles require such notice, document or information to be signed or authenticated by a member or other person, the Directors may prescribe such procedures as they think fit for verifying the authenticity or integrity of the notice, document or information. Any such notice, document or information must be signed or sufficiently authenticated in accordance with the prescribed requirements and procedures, failing which it shall be deemed not to have been received by the Company.

**145. Delivery of Corporate Communications**

Subject to the Relevant Regulations, a Corporate Communication sent or supplied by or on behalf of the Company to a member:

- (a) if sent by pre-paid post and properly addressed, shall be deemed to have been received by the member at the expiration of 24 hours after the time it was posted. In proving such receipt it shall be sufficient to prove that the relevant Corporate Communication was properly addressed and posted;
- (b) if left at the registered address of the member and properly addressed, shall be deemed to have been received by that member on the day it was left. In proving such receipt, it shall be sufficient to prove that the relevant Corporate Communication was properly addressed;
- (c) if published by way of advertisement, shall be deemed to have been received by the member on the day it was published;
- (d) if sent by electronic means, other than by making it available on a website, shall be deemed to have been received by the member 48 hours after it was sent. In proving such receipt, it shall be sufficient to show that the relevant Corporate Communication was properly addressed;
- (e) if made available by the Company by means of a website, shall be deemed to have been received by the member at the same time when it was first made available on a website; and
- (f) if sent by any other means agreed in writing by the member concerned, shall be deemed to have been received by the member when the Company has carried out the action as agreed with the member for that purpose.

**146. Members present at meeting also deemed to have received due notice**

Any member present, either personally or by proxy, at any meeting of the Company or class of members of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

**147. Successors in title to be bound by Corporate Communications sent or supplied to predecessors**

Every person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any shares shall be bound by every Corporate Communication in respect of such shares which, prior to his name and address being entered in the Register, was duly sent or supplied to the person from whom he derives his title to such shares.

**148. Corporate Communications to be sufficient notwithstanding death of member**

Any Corporate Communication sent or supplied in pursuance of these Articles, shall, notwithstanding that the relevant member be then deceased or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly sent or supplied in respect of any share held by the relevant member, whether held solely or jointly with other persons, until some other person be registered instead of the relevant member as the holder or joint holder of such share, and such Corporate Communication so sent or supplied shall, for all

purposes of these Articles, be deemed sufficiently sent or supplied to his executors, administrators or assigns, and all persons (if any) jointly interested with him in such share.

149. **Signature on notices**

The signature on any Corporate Communication to be sent or supplied by the Company may be written or printed.

## **WINDING UP**

150. **Directors' power to present winding-up petition**

The Directors 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.

151. **Rule for division of assets in liquidation**

If the Company shall be wound up, the surplus assets remaining after payment of all creditors shall be divided among the members in proportion to the number of shares held by them respectively. But this Article is to be subject to the rights attached to any shares which may be issued on special terms or conditions.

152. **Powers to distribute in specie**

If the Company shall be wound up the liquidator (whether voluntary or official) may, with the sanction of a special resolution of the Company, divide among the members in specie any part of the assets of the Company, or vest any part of the assets of the Company in trustees upon such trusts for the benefit of the members or any of them as the resolution shall provide. Any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights.

153. **Members abroad to give address for service**

In the event of a winding up of the Company every member of the Company who is not for the time being in Hong Kong shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or within the like period after the making of an order for the winding up of the Company, to serve notice on the Company appointing some person resident in Hong Kong upon whom all summonses, notices, processes, orders and judgements in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee shall be deemed to be a good personal service on such member for all purposes, and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in any leading Hong Kong daily newspaper, or by a letter sent by pre-paid registered or recorded delivery post and addressed to such member at his registered address, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

## **INDEMNITY**

**154. Indemnity of Directors and officers**

Subject to the provisions of the Statutes, every Director, Company Secretary or other officer of the Company and every member of a committee appointed under Article 104 shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

**155. Power to insure**

To the extent permitted by the Statutes, the Company may purchase and maintain for any Director or director of an associated company of the Company insurance against any liability.

## **AMENDMENT**

156. The provisions of these Articles may not be amended without the prior approval of the Commission.

\* \* \* \* \*

The following table sets out the details of the initial subscribers of the Company, the initial number of shares taken by each of them and the initial share capital of the Company on 5 July 1999:

NAMES, ADDRESSES AND DESCRIPTIONS OF INITIAL SUBSCRIBERS	INITIAL NUMBER OF SHARES TAKEN BY EACH INITIAL SUBSCRIBER
For and on behalf of FINANCIAL SECRETARY INCORPORATED	ONE SHARE
<p>Authorised Signatory – Yue Chung Yee            Financial Secretary’s Office            Government Secretariat            Central Government Offices            12th Floor            West Wing            Lower Albert Road            Hong Kong</p>	
Body Corporate	
<p>RAFAEL HUI            Flat 19A            135 Tai Hang Road            Hong Kong</p>	ONE SHARE
Civil servant	
Total Number of Shares Taken	TWO SHARES
Initial Paid-up Share Capital of the Company	HK\$2