

---

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

---

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

If you have sold or transferred all your shares in Sa Sa International Holdings Limited (the “Company”, together with its subsidiaries, the “Group”), you should at once hand this circular together with the attached proxy form and the annual report of the Company for the year ended 31 March 2022 (the “Annual Report”) to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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

---



**SA SA INTERNATIONAL HOLDINGS LIMITED**

**莎莎國際控股有限公司**

*(Incorporated in Cayman Islands with limited liability)*

**(Stock Code: 178)**

**NOTICE OF ANNUAL GENERAL MEETING,  
PROPOSALS INVOLVING RE-ELECTION OF DIRECTORS,  
GENERAL MANDATES TO ISSUE NEW SHARES AND BUY BACK SHARES,  
ADOPTION OF THE NEW SHARE OPTION SCHEME  
AND  
ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION**

---

The notice convening the annual general meeting of the Company to be held at Training Room 1, 8/F, Block B, MP Industrial Centre, 18 Ka Yip Street, Chai Wan, Hong Kong on Thursday, 25 August 2022, at 12:30 p.m. (“AGM”) is set out on pages 4 to 9 of this circular. Whether or not you are able to attend the AGM, you are advised to read the notice and to complete and return the enclosed proxy form in accordance with the instructions printed thereon as soon as possible and in any event so that it arrives no later than 48 hours before the commencement of the AGM.

Taking into account the continuing risks posed by the coronavirus (COVID-19) pandemic, the Company will implement precautionary measures and special arrangements in respect of the AGM (please find the details on pages 1 to 2).

25 July 2022

---

## SPECIAL ARRANGEMENTS FOR THE AGM

---

Considering the outbreak of COVID-19, the Company will implement the following precautionary measures and special arrangements at the AGM to protect our shareholders, proxies and attendees from the risk of infection. **To the extent permitted under applicable laws, the Company may limit the number of shareholders attending the AGM as the situation evolves.**

### Physical attendance

- Compulsory body temperature check will be conducted for all shareholders, proxies and other attendees at the entrance of the AGM venue. Any person with a fever, exhibiting flu-like symptoms or is otherwise unwell will not be admitted to the AGM venue.
- All shareholders, proxies and other attendees are required to wear a face mask before entering the AGM venue and throughout their attendance of the AGM.
- There may be arrangements for attendees to be seated at different designated areas and attendees are required to maintain social distancing at the AGM.
- Any attendee who declines any of the abovementioned measures will be refused admission to the AGM Venue.
- **No souvenir or coupon will be distributed at the AGM.**
- **No food or drinks will be served or allowed at the AGM.**

Shareholders are requested (a) to consider carefully the risk of attending the AGM, which will be held in an enclosed environment; (b) to follow any guidelines or requirements of the Government of the Hong Kong SAR relating to COVID-19 in deciding whether or not to attend the AGM; and (c) not to attend the AGM if they have contracted or are suspected to have contracted COVID-19 or have been in close contact with anybody who has contracted or is suspected to have contracted COVID-19. Shareholders and proxies are also reminded to strictly follow the compulsory quarantine requirement imposed by the Government of the Hong Kong SAR. Persons suspected of breaching quarantine orders will be denied entry and reported.

**Shareholders are strongly encouraged to appoint the chairman of the AGM as his/her proxy to vote on the resolutions, instead of attending the AGM in person.** The proxy form for use at the AGM is attached. In order to be valid, the completed and signed proxy form must be received by the Company's branch share registrar and transfer office in Hong Kong, Tricor Abacus Limited ("**Tricor**") at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (on or after 15 August 2022), or via the designated URL (<https://spot-meeting.tricor.hk/#/267>) by using the username and password provided on the notification letter sent by the Company on 25 July 2022, no later than 48 hours before the commencement of AGM or any adjourned meeting. Non-registered shareholders whose shares are held through the Hong Kong Securities Clearing Company Limited, banks, brokers or other custodians are advised to consult with them directly to assist in the appointment of proxy.

---

## SPECIAL ARRANGEMENTS FOR THE AGM

---

Registered shareholders are requested to provide a valid email address of his or her proxy (except appointment of “The Chairman of the Meeting”) for the proxy to receive the login and access code to participate online to the e-Meeting System.

As an alternative to attend the AGM in person, registered shareholders have the option of joining the AGM via the e-Meeting System. Our e-Meeting System can be accessed from any location with access to the internet via smartphone, tablet device or computer. It can broaden the reach of the AGM to registered shareholders who do not wish to attend physically due to concerns on attending large scale events under the current COVID-19 situation, or for other overseas registered shareholders who are unable to attend in person.

Through the e-Meeting System, our registered shareholders will be able to view the live video broadcast and participate in voting and submit questions online. Login details and information have been included in our letters to registered shareholders regarding the e-Meeting System.

### **How to attend and vote**

Shareholders who wish to attend the AGM and exercise their voting rights can be achieved in one of the following ways:

- (1) attend the AGM in person and vote via smartphone or tablet device at the AGM venue; or
- (2) attend the AGM via the e-Meeting System which enables live streaming and interactive platform for submitting questions and voting online; or
- (3) appoint the Chairman of the AGM or other persons as your proxy to vote on your behalf.

Your proxy’s authority and instruction will be revoked if you attend and vote in person at the AGM or via the e-Meeting System.

If you are a non-registered shareholder, you may instruct your banks, brokers or other custodians to appoint a proxy to attend and vote at the AGM on your behalf if you wish.

On-site e-voting system will be used at the AGM to enhance the efficiency in the poll counting process. This is a fully paperless AGM process that facilitates easy and intuitive voting procedures for shareholders as well as to allow instant declaration of voting results during the AGM.

**Due to the ever-evolving COVID-19 pandemic situation in Hong Kong, the Company may be required to adopt further changes to the AGM arrangements at short notice. Shareholders are advised to check the websites of the Company (<http://corp.sasa.com>) and HKEX ([www.hkexnews.hk](http://www.hkexnews.hk)) for the latest announcement and information relating to the AGM.**

---

LETTER FROM BOARD OF DIRECTORS

---



**SA SA INTERNATIONAL HOLDINGS LIMITED**

**莎莎國際控股有限公司**

*(Incorporated in Cayman Islands with limited liability)*

**(Stock Code: 178)**

*Executive Directors*

Dr KWOK Siu Ming Simon, *SBS, JP*  
*(Chairman and Chief Executive Officer)*  
Dr KWOK LAW Kwai Chun Eleanor, *BBS, JP*  
*(Vice-chairman)*  
Dr LOOK Guy *(Chief Financial Officer)*  
Ms KWOK Sze Wai Melody, *MH*  
Mr HO Danny Wing Fi *(Co-Chief Financial Officer)*

*Non-executive Director*

Ms LEE Yun Chun Marie-Christine

*Independent Non-executive Directors*

Ms KI Man Fung Leonie, *GBS, SBS, JP*  
Mr TAN Wee Seng  
Mr CHAN Hiu Fung Nicholas, *MH, JP*

*Registered office*

P.O. Box 309  
Ugland House  
Grand Cayman  
KY1-1104  
Cayman Islands

*Principal place of business*

*in Hong Kong*  
8<sup>th</sup> Floor, Block B  
MP Industrial Centre  
18 Ka Yip Street  
Chai Wan  
Hong Kong

25 July 2022

Dear Shareholders

On behalf of the Board, it is my pleasure to provide you with details of the AGM to be held at Training Room 1, 8/F, Block B, MP Industrial Centre, 18 Ka Yip Street, Chai Wan, Hong Kong on Thursday, 25 August 2022, at 12:30 p.m.

The notice of AGM and information regarding the business to be considered are set out in this circular. A proxy form for use at the AGM is attached. If you are not able to attend the AGM, you have a right to appoint a proxy to attend and vote on your behalf at the AGM.

The Board considers that the proposed resolutions as set out in the notice of the AGM are in the best interests of the Company and its shareholders as a whole, and recommends you vote in favour of all the resolutions.

All resolutions put to shareholders at the AGM will be voted by way of a poll. The poll results will be posted on the website of the Company and that of the Stock Exchange after the market closes on the day of the AGM.

Yours faithfully  
By order of the Board  
**Sa Sa International Holdings Limited**  
**KWOK Siu Ming Simon**  
*Chairman and Chief Executive Officer*

---

## NOTICE OF ANNUAL GENERAL MEETING

---



### SA SA INTERNATIONAL HOLDINGS LIMITED

莎莎國際控股有限公司

*(Incorporated in Cayman Islands with limited liability)*

**(Stock Code: 178)**

### NOTICE OF ANNUAL GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that the annual general meeting of Sa Sa International Holdings Limited (the “**Company**”) will be held at Training Room 1, 8/F, Block B, MP Industrial Centre, 18 Ka Yip Street, Chai Wan, Hong Kong on Thursday, 25 August 2022, at 12:30 p.m. for the following purposes:

1. To receive and consider the audited consolidated financial statements, the report of the directors and the independent auditor’s report for the year ended 31 March 2022.
2. (1) To re-elect the following directors of the Company:
  - (a) Dr KWOK Siu Ming Simon as executive director;
  - (b) Dr KWOK LAW Kwai Chun Eleanor as executive director;
  - (c) Mr HO Danny Wing Fi as executive director; and
  - (d) Ms LEE Yun Chun Marie-Christine as non-executive director.
- (2) To authorise the board of directors to fix their remuneration.
3. To re-appoint PricewaterhouseCoopers as auditor and to authorise the board of directors to fix its remuneration.
4. As special business, to consider and, if thought fit, pass, with or without amendments, the following resolutions as ordinary resolutions of the Company:
  - (1) “**THAT:**
    - (a) subject to paragraph (c) below, a general mandate be unconditionally granted to the directors of the Company (“**Directors**”) to exercise during the Relevant Period (as defined below) all the powers of the Company to allot, issue and deal with additional shares in the Company and to make or grant offers, agreements, options or warrants (including securities

---

## NOTICE OF ANNUAL GENERAL MEETING

---

convertible into shares of the Company) which would or might require the exercise of such powers;

- (b) the mandate in paragraph (a) above shall authorise the Directors during the Relevant Period to make or grant offers, agreements, options and rights which would or might require the exercise of such powers after the end of the Relevant Period;
- (c) the total number of shares of the Company allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors pursuant to the mandate in paragraph (a), otherwise than pursuant to (i) a Rights Issue (as defined below); or (ii) any options granted under the share option schemes adopted by the Company; (iii) any scrip dividend scheme or similar arrangement in accordance with the articles of association of the Company, shall not exceed 20% of the total number of shares of the Company in issue at the date of passing of this resolution (subject to adjustment in the case of any subdivision and consolidation of shares after passing of this resolution) and the said mandate shall be limited accordingly; and
- (d) for the purpose of this resolution:

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

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or any applicable laws of Cayman Islands to be held; and
- (iii) the date on which the authority given under this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.

“**Rights Issue**” means an offer of shares or an issue of options, warrants or other securities giving the right to subscribe for shares, open for a period fixed by the Directors to holders of shares of the Company or any class thereof on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares or class thereof (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of any relevant jurisdiction, or the requirements of any recognised regulatory body or any stock exchange in, any territory outside Hong Kong).”

---

## NOTICE OF ANNUAL GENERAL MEETING

---

- (2) **“THAT:**
- (a) a general mandate be unconditionally granted to the Directors to exercise during the Relevant Period (as defined below) all the powers of the Company to buy back or otherwise acquire shares of the Company in accordance with all applicable laws and/or requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) (the **“Listing Rules”**), provided that the total number of shares so bought back and otherwise acquired shall not exceed 10% of the total number of shares of the Company in issue at the date of passing of this resolution (subject to adjustment in the case of any subdivision and consolidation of shares after the passing of this resolution) (the **“Share Buy-back Mandate”**); and
  - (b) for the purposes of this resolution:  
  

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

    - (i) the conclusion of the next annual general meeting of the Company;
    - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of association of the Company or any applicable laws of Cayman Islands to be held; and
    - (iii) the date on which the authority given under this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.”
- (3) **“THAT** subject to the passing of the ordinary resolutions numbered 4(1) and 4(2) set out in the notice of annual general meeting, the total number of shares of the Company which are bought back or otherwise acquired by the Company pursuant to the said resolution numbered 4(2) shall be added to the total number of shares of the Company which may be issued pursuant to the resolution numbered 4(1).”

5. **“THAT:**

- (a) subject to and conditional upon The Listing Committee of the Stock Exchange (the **“Listing Committee”**) granting the listing of, and permission to deal in, the shares of the Company which may fall to be issued upon the exercise of the options to be granted under the new share option scheme of the Company (the **“New Share Option Scheme”**), the principal terms of which are set out in the document marked “A” which has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification, the New Share Option Scheme be and is hereby approved and adopted and the

---

## NOTICE OF ANNUAL GENERAL MEETING

---

Directors be and are hereby authorised to grant options and to allot, issue and deal with the shares of the Company as may be required to be allotted and issued upon the exercise of any option granted thereunder and to take all such steps as they may consider necessary or expedient to implement and give full effect to the New Share Option Scheme, including, but not limited to:

- (i) administering the New Share Option Scheme and granting options under the New Share Option Scheme;
  - (ii) modifying and/or amending the New Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the New Share Option Scheme relating to the modification and/or amendment and subject to Chapter 17 of the Listing Rules; and
  - (iii) making application(s) at the appropriate time or times to the Listing Committee for the listing of, and permission to deal in, any shares of the Company or any part thereof that may hereafter from time to time be issued and allotted pursuant to the exercise of the options granted under the New Share Option Scheme;
- (b) the aggregate number of shares of the Company to be allotted and issued pursuant to (a) above, together with any issue of shares of the Company upon the exercise of any options granted under any other share option schemes and any awards granted under any share award schemes of the Company that involve the issuance of new shares of the Company as may from time to time be adopted by the Company, shall not exceed 10% of the shares of the Company in issue as at the date of passing of this resolution; and
- (c) the aggregate number of shares of the Company to be allotted and issued to the Service Providers (as defined in the New Share Option Scheme) pursuant to (a) above, together with any issue of shares of the Company to any Service Providers upon the exercise of any options granted under any other share option schemes and any awards granted under any share award schemes of the Company that involve the issuance of new shares of the Company as may from time to time be adopted by the Company, shall not exceed 1% of the shares of the Company in issue as at the date of passing of this resolution.”
6. As special business, to consider and, if thought fit, pass the following resolution as a special resolution of the Company:

**“THAT:**

- (a) the proposed amendments (the “**Proposed Amendments**”) to the existing Second Amended and Restated Memorandum and Articles of Association of the Company (the “**Existing Memorandum and Articles**”), the particulars of which are set out in Appendix IV to the circular of the Company dated 25 July 2022, be and are hereby approved;



---

## NOTICE OF ANNUAL GENERAL MEETING

---

- (b) the Third Amended and Restated Memorandum and Articles of Association of the Company (the “**New Memorandum and Articles**”), which contains all the Proposed Amendments and a copy of which has been produced to this meeting and marked “B” and signed by the chairman of the meeting for the purpose of identification, be and is hereby approved and adopted in substitution for, and to the exclusion of, the Existing Memorandum and Articles with immediate effect after the conclusion of the meeting; and
- (c) any director or company secretary of the Company be and is hereby authorised to do all such acts, deeds and things and execute all such documents and make all such arrangements that he/she shall, in his/her absolute discretion, deem necessary or expedient to give effect to the Proposed Amendments and the adoption of the New Memorandum and Articles, including, but not limited to, attending to the necessary filings with the Registrar of Companies in the Cayman Islands and Hong Kong.”

By order of the Board  
**Sa Sa International Holdings Limited**  
**MAK Sum Wun Simmy**  
*Company Secretary*

Hong Kong, 25 July 2022

*Notes:*

1. Considering the outbreak of COVID-19, the Company will implement the following prevention measures at the AGM to protect our shareholders, proxies and other attendees from the risk of infection. To the extent permitted under applicable laws, the Company may limit the number of shareholders attending the AGM as the situation evolves: (i) compulsory body temperature check will be conducted for all shareholders, proxies and other attendees at the entrance of the AGM venue. Any person with a fever, exhibiting flu-like symptoms or is otherwise unwell will not be admitted to the AGM venue; (ii) all shareholders, proxies and other attendees are required to wear a face mask before entering the AGM venue and throughout their attendance of the AGM; (iii) no souvenir or coupon will be distributed at the AGM; and (iv) no food or drinks will be served or allowed at the AGM. Any attendee who does not comply with the precautionary measures will be denied entry into the AGM venue, at the absolute discretion of the Company. The Company suggests that shareholders may appoint the Chairman of the AGM as a proxy to vote on the relevant resolutions, instead of attending the AGM in person.

**As an alternative to attending the AGM in person, registered shareholders have the option of joining the AGM via the e-Meeting system. The e-Meeting system will allow registered shareholders to attend, view, hear, submit questions and vote online. The e-Meeting system can be accessed from any location with access to the internet via smart phone, tablet device or computer. Login details and information have been included in our letters to registered shareholders regarding the e-Meeting System. We are closely monitoring the development of COVID-19 and may implement additional measures which, if necessary, will be announced closer to the date of the AGM.**

2. Any member of the Company entitled to attend, speak and vote at a meeting of the Company shall be entitled to appoint one or more proxies (who must be an individual) to attend, speak and vote on his/her behalf. A proxy need not be a member of the Company.
3. 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 shares as if he/she were solely entitled thereto, but the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the vote(s) of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register of members in respect of the relevant joint holding.

---

## NOTICE OF ANNUAL GENERAL MEETING

---

4. In order to be valid, the completed and signed proxy form must be received by the Company's branch share registrar and transfer office in Hong Kong, Tricor Abacus Limited ("Tricor") at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (on or after 15 August 2022), or via the designated URL (<https://spot-emeeting.tricor.hk/#/267>) by using the username and password provided on the notification letter sent by the Company on 25 July 2022, no later than 48 hours before the time appointed for holding the above meeting or any adjourned meeting. If a proxy form is signed by an attorney of a shareholder who is not a corporation, the power of attorney or other authority under which it is signed or a certified copy of that power of attorney or authority (such certification to be made by either a notary public or a solicitor qualified to practice in Hong Kong) must be delivered to Tricor together with the proxy form. In the case of a corporation, the proxy form must either be executed under its company stamp or be signed by an officer or agent duly authorised in writing.
5. Registered shareholders are requested to provide a valid email address of his or her proxy (except appointment of "The Chairman of the Meeting") for the proxy to receive the login and access code to participate online to the e-Meeting System.
6. For the purpose of ascertaining eligibility to attend and vote at the annual general meeting to be held on Thursday, 25 August 2022, the register of members of the Company will be closed from Monday, 22 August 2022 to Thursday, 25 August 2022, both dates inclusive, during which period no transfer of shares of the Company will be effected. To be eligible to attend and vote at the above meeting (or at any adjournment of it), all transfers accompanied by the relevant share certificates must be lodged with Tricor, not later than 4:30 p.m. on Friday, 19 August 2022.
7. If a Typhoon Signal No. 8 or above remains hoisted or a Black Rainstorm Warning Signal is in force at 9:00 a.m. on the date of the annual general meeting, the annual general meeting will be postponed or adjourned. The Company will post an announcement on the website of the Company and that of the Stock Exchange to notify shareholders of the details of the rescheduled meeting.

The annual general meeting will be held as scheduled when an Amber or Red Rainstorm Warning Signal is in force. Shareholders should make their own decision as to whether they would attend the annual general meeting under bad weather conditions bearing in mind their own situation.

As at the date of this notice, the directors of the Company are:

### **Executive Directors**

Dr KWOK Siu Ming Simon, *SBS, JP (Chairman and Chief Executive Officer)*

Dr KWOK LAW Kwai Chun Eleanor, *BBS, JP (Vice-chairman)*

Dr LOOK Guy *(Chief Financial Officer)*

Ms KWOK Sze Wai Melody, *MH*

Mr HO Danny Wing Fi *(Co-Chief Financial Officer)*

### **Non-executive Director**

Ms LEE Yun Chun Marie-Christine

### **Independent non-executive Directors**

Ms KI Man Fung Leonie, *GBS, SBS, JP*

Mr TAN Wee Seng

Mr CHAN Hiu Fung Nicholas, *MH, JP*

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

### RESOLUTION 1 – RECEIVING THE AUDITED FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company together with the report of the directors and the independent auditor's report for the year ended 31 March 2022 are set out in the Annual Report which are available in English and Chinese on the Company's website at <http://corp.sasa.com> and the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk).

The financial statements have been reviewed by the Audit Committee and audited by PricewaterhouseCooper (“PwC”).

### RESOLUTION 2 – RE-ELECTION OF DIRECTORS

#### Retiring Directors

In accordance with the articles of association of the Company, Dr KWOK Siu Ming Simon, Dr KWOK LAW Kwai Chun Eleanor and Ms LEE Yun Chun Marie-Christine will retire by rotation at the AGM and, being eligible, all of them have agreed to offer themselves for re-election at the AGM.

#### Executive Director appointed by the Board

Mr HO Danny Wing Fi was appointed by the Board as an additional executive director with effect from 30 June 2022. Pursuant to the articles of association of the Company, he may hold office only until the next annual general meeting following his appointment but is eligible for re-election by the shareholders of the Company at the AGM. Information with regard to Mr Ho's appointment is contained in an announcement published by the Company on 30 June 2022. The Board proposes that he be re-elected as an executive director at the AGM.

Details of the Directors proposed for re-election at the AGM are set out in Appendix I of this circular. The Board recommends the re-election of each of them by separate resolution.

### RESOLUTION 3 – RE-APPOINTMENT OF AUDITOR

The Audit Committee has recommended to the Board, and the Board proposes that PwC be re-appointed as the external auditor of the Company for the year ending 31 March 2023.

### RESOLUTION 4 – GENERAL MANDATES TO ISSUE AND BUY BACK SHARES

At the annual general meeting of the Company held on 15 September 2021, ordinary resolutions were passed giving general mandates to the Directors (i) to allot, issue and otherwise deal with shares equal to 20% of the total number of shares of the Company in issue at 15 September 2021; and (ii) to buy back shares of the Company on the Stock Exchange up to 10% of the total number of shares of the Company in issue at 15 September 2021. Such general mandates will lapse at the conclusion of the AGM. Resolutions will be proposed at the AGM to give the Directors the mandates to allot or issue new shares or to grant rights to subscribe for or convert to new shares and buy back shares in accordance with the terms of those resolutions.

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

Based on the 3,103,189,458 shares in issue as at 14 July 2022, being the Latest Practicable Date (and assuming that there is no change in respect of the total number of shares of the Company in issue after the Latest Practicable Date and up to the date of passing of the relevant resolution), the Directors will be authorised under the general mandate to issue a maximum of 620,637,891 shares and buy back a maximum of 310,318,945 shares, subject to adjustment in the case of any subdivision and consolidation of shares after the AGM.

The Explanatory Statement required by the Listing Rules to be sent to shareholders in connection with the proposed general mandate for the share buy-back is set out in Appendix II of this circular.

### RESOLUTION 5 – ADOPTION OF THE NEW SHARE OPTION SCHEME

#### Expiration of the 2012 Share Option Scheme

The share option scheme which was adopted by the Company pursuant to an ordinary resolution passed by the shareholders of the Company (the “Shareholders”) on 23 August 2012 for a term of 10 years (the “2012 Share Option Scheme”) will expire on 23 August 2022. As at the Latest Practicable Date, there were 3,559,000 outstanding options granted by the Company under the 2012 Share Option Scheme, and the percentage of the shares to be issued upon exercise of all such outstanding options (being 3,559,000 shares) to the total issued share capital of the Company (being 3,103,189,458 shares) was 0.11%. Details of such outstanding options granted under the 2012 Share Option Scheme as at the Latest Practicable Date are set out as follows:

Participant	Date of grant	Subscription price per share (HK\$)	Exercise period	Vesting period	Number of outstanding options as the Latest Practicable Date
<b>Directors</b>					
Ms KWOK Sze Wai Melody	21 June 2013	8.07	21 June 2016 to 20 June 2023	The period beginning on the date of grant and ending on the date immediately before commencement of the exercise period	50,000
Ms LEE Yun Chun Marie-Christine	13 April 2018	4.65	13 April 2020 to 12 April 2028		100,000
Ms KI Man Fung Leonie	13 April 2018	4.65	13 April 2020 to 12 April 2028		100,000
Mr TAN Wee Seng	13 April 2018	4.65	13 April 2020 to 12 April 2028		100,000
<b>Employees</b>	21 June 2013	8.07	21 June 2016 to 20 June 2023 <sup>(1)</sup>		3,209,000
<b>Total</b>					<b>3,559,000</b>

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

*Note:*

- (1) On 21 June 2013, the Company granted share options to certain employees of the Company in order to reward them for contributing to the long term success of the business of the Group and to encourage and motivate them to continue to contribute to the success of the Group.

The Company confirms that no further option will be granted under the 2012 Share Option Scheme.

In addition, prior to the adoption of the 2012 Share Option Scheme, another share option scheme (the “**2002 Share Option Scheme**”) was adopted by the Company on 29 August 2002 and terminated pursuant to an ordinary resolution passed by the Shareholders on 23 August 2012. All 2,396,000 outstanding options granted by the Company under the 2002 Share Option Scheme lapsed on 29 June 2022.

Whilst no further options can be offered or granted after the expiration of the 2012 Share Option Scheme, all options that had been granted prior to its expiration will continue to be valid and exercisable in accordance with the terms of the 2012 Share Option Scheme.

### **Proposed adoption of the New Share Option Scheme**

Following the expiration of the 2012 Share Option Scheme, the Company does not have a share option scheme in place. In order to enable the Company to continue granting share options to its employees and other selected grantees (the “**Participants**”), the Board proposes to recommend to the Shareholders at the AGM to approve and adopt a new share option scheme (the “**New Share Option Scheme**”) by way of an ordinary resolution.

The Directors consider that it is in the best interests of the Company to adopt the New Share Option Scheme, given that the terms of the New Share Option Scheme have been prepared in compliance with the Listing Rules currently in force as at the Latest Practicable Date taking into account the proposed amendments to Chapter 17 of the Listing Rules as set out in the market consultation paper published by the Stock Exchange on 29 October 2021 (the “**Proposed Listing Rules Amendments**”) to the extent that is applicable. The Company will ensure that the terms and operation of the New Share Option Scheme continue to comply with the relevant Listing Rules in force from time to time.

The purpose of the New Share Option Scheme is to reward and incentivize the Participants for their contribution or potential contribution to the Group and to align their interests with those of the Company and the Shareholders, and/or to recruit and retain high-calibre Participants and attract human resources that are valuable to the Group. In this connection, the terms of the New Share Option Scheme enable the achievement of such purpose in that:

- (a) The scope of Participants proposed for the New Share Option Scheme includes (i) employees of the Group, (ii) non-executive directors of the Group, (iii) directors and employees of any holding company, fellow subsidiary or associated company of the Company (the “**Related Entities**”), (iv) shareholders of any member of the Group;

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

and (v) service providers who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are material to the long-term growth of the Group, including advisers, consultants, distributors, contractors, suppliers, agents, business partners, joint venture partners, promoters, service providers of any member of the Group (the “**Service Providers**”, and categories (iii) to (v) collectively referred to as the “**Non-employee Participants**”). The Directors are of the view that the adoption of the New Share Option Scheme aligns with the market practice of providing incentives to employees and directors to work towards enhancing the enterprise value and achieving the long-term objectives for the benefit of the Group as a whole. The Directors also consider that it is beneficial to include the Non-employee Participants since a sustainable and stable relationship with them is essential to the business development of the Group, and that the grant of options under the New Share Option Scheme (the “**Options**”) to the Non-employee Participants will align their interests with the Group’s, incentivizing them to provide better services to, create more opportunities for and/or contribute to the success of the Group in the long run. More specifically, the Board is of the view that:

- (i) despite that directors and employees of the Related Entities may not be directly appointed and employed by the members of the Group, such Participants are nonetheless valuable human resources to the Group given their close corporate and collaborative relationships, they may be involved in projects or other business engagements relating to or having connections with the Group’s business. In particular, for those Related Entities in which the Group has significant interest, their growth and development would contribute to the financial performance of the Group, thereby allowing the Group to share and benefit from the positive results of these companies. It is therefore in the interest of the Company and the Shareholders, and is in line with the objectives of the New Share Option Scheme to include directors and employees of the Related Entities as Participants, who the Company can incentivize with the grant of Options in order to strengthen their loyalty with the Group even though they may not be directly employed by the Group, and to in turn facilitate a higher degree of collaboration and closer business relationships and ties between the Related Entities and the Group;
- (ii) it is beneficial to allow flexibility in granting Options to shareholders of any member of the Group, who have contributed to and/or are expected to contribute to the Group with their long-term strategic investments in the Group as co-investors, as additional reward such that they can be encouraged to continue to support the business development of the Group financially and participate in enhancing the future prospects of the Group to a greater extent, for example, by offering industry-specific advice to the Group based on their years of experience as investors, making referrals of external business opportunities to the Group, and/or acting as a bridge between the Group and other businesses and brands in regions where the Group has operations which may bring collaboration opportunities; and

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

- (iii) the grant of Options to Service Providers will incentivize such Participants to provide quality services and/or products to the Group on a long-term basis, strengthen their loyalty to the Group, and encourage them to refer potential business opportunities to the Group, such that its performance efficiency may be maximized.
  
- (b) Before making an offer to an employee or director for the grant of any Option, the Board may determine his/her eligibility in its sole discretion by considering all relevant factors as appropriate, including, among others, his/her skills, knowledge, expertise, contribution made or expected to be made to the growth of the Group, educational background and professional qualifications. Similarly, in respect of any grant to the Non-employee Participants, the Board will take into account different sets of criteria depending on the nature of the contribution made by different categories of Non-employee Participants, as will be further explained below. The Directors believe that such discretion affords flexibility to the Board in granting Options to different categories of Participants such that the Group can attract and retain valuable human resources.
  
- (c) Whilst the New Share Option Scheme stipulates that an Option must be held for at least 12 months before it can be exercised by a Participant (save where applicable under the Listing Rules when the remuneration committee of the Company (the “**Remuneration Committee**”) has approved the offer of Options to a specifically identified Participant with a shorter vesting period), it does not prescribe any performance target which must be attained by a Participant before an Option can be exercised. However, the Board or the Remuneration Committee may, at its sole discretion, impose such conditions and/or other restrictions on the Options to be granted to the Participants where appropriate. Each of the Board and the Remuneration Committee believes that it is in the best interests of the Company to retain the flexibility to impose appropriate conditions in light of the particular circumstances of each grant, which would then be a more meaningful reward for the Participants’ contribution or potential contribution. By way of illustration, where an Option is granted with an objective of recognizing the past contribution of a Participant and is akin to a bonus payment, it may not be suitable to require the Participant to achieve a performance target before exercising the Option, as opposed to the case where an Option is granted to motivate a Participant to contribute to the Group in the future on an ongoing basis.

The Board considers that it is appropriate to have the flexibility in granting Options instead of cash reward or other settlement to the Non-employee Participants since the grant of Options will offer incentives that are more long-lasting and promising than one-off payments and allow the Group to more efficiently allocate its financial resources by retaining more cash. Having their contribution recognised and their interests aligned with the Group’s, the Non-employee Participants will be better motivated to support the development of the Group in a sustainable manner. In assessing the eligibility of and contribution (or potential contribution)

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

made or to be made by the different categories of Non-employee Participants, the Board will take into account various factors including, but not limited to:

- (a) in respect of directors and employees of the Related Entities, who have been engaged in projects relating to or having business connections with the Group's operations and have thereby brought synergy to the Group: (i) the positive impacts brought by, or expected from, such Participants on the Group's business development in terms of an increase in turnover (which generally represents a year-to-year increase of not less than 5% in the Group's turnover in any financial year of the latest three financial years) and/or an addition of expertise to the Group; (ii) the period of engagement or employment of such Participants by the Group; and (iii) the number, scale and nature of the projects in which the Participants are involved;
- (b) in respect of shareholders of any member of the Group, who are long-term investors in the Group with external business connections and are expected to create business opportunities for and contribute financially to the Group on a continuing basis: (i) whether such Participants have referred or introduced opportunities to the Group which have materialized into further business relationships; (ii) whether such Participants have assisted the Group in tapping into new markets and/or increased its market share; (iii) the positive impacts brought by, or expected from, such Participants on the Group's business development (which generally represents a year-to-year increase of not less than 5% in the Group's turnover of the business segment of the Group in which such Participants are involved in any financial year of the latest three financial years); and (iv) whether such Participants share common interest and business objectives with the Group as a critical co-investor, having regard to the size of the capital investment made by the Participants who shall hold not less than 30% interest in the relevant member of the Group where such member of the Group shall have or is expected to have material contribution to the Group's business (which generally accounts for not less than 30% of the Group's turnover in any financial year of the latest three financial years or is expected to bring notable contribution to the Group as evidenced by a concrete business plan which has been approved by the Board);
- (c) in respect of advisers and consultants, who have played significant roles in the Group's business development by contributing their specialised skills in fields such as beauty consultancy, market research and analysis, product research and development, information technology and/or branding: (i) the expertise, professional qualifications and industry experience of such Participants; (ii) the usual fees chargeable by other advisors and consultants in the market; (iii) the period of engagement of the Participants by the Group; and (iv) their actual or potential contribution to the Group in terms of a reduction in costs or an increase in turnover (which generally represents a year-to-year reduction of not less than 5% in the costs or a year-to-year increase of not less than 5% in the turnover of the business segment of the Group in which such Participants are involved (as the case may be) in any financial year of the latest three financial years);



---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

- (d) in respect of distributors, contractors and suppliers, who form the backbone of the Group's retail business across different regions by sourcing high quality, diversified products and connecting the Group with suitable end-customers: (i) the scale of the Participants' business dealings with the Group in terms of purchases or sales attributable to them (which generally represents not less than 5% the Group's turnover of the business segment of the Group in which such Participants are involved in any financial year of the latest three financial years); (ii) the ability of such Participants to maintain the quality of goods and/or services; and (iii) whether the Participants have a proven track record of delivering quality goods and/or services; and
- (e) in respect of agents, business partners, joint venture partners and promoters, who have strategically collaborated with the Group in various aspects including supply chain management, marketing, merchandising and e-commerce management: (i) the benefits and strategic value brought by such Participants to the Group's development and future prospects in terms of the profits attributable to the Participants' collaboration with the Group; (ii) the scale of the Participants' collaboration with the Group and the length of business relationships between the Participants and the Group; (iii) the business opportunities and external connections that the Participants have introduced or will potentially introduce to the Group; and (iv) the positive impacts brought by, or expected from, such Participants on the Group's business development (which generally represents a year-to-year increase of not less than 5% in the Group's turnover of the business segment of the Group in which such Participants are involved in any financial year of the latest three financial years).

While generally the maximum number of shares in respect of which Options may be granted under the New Share Option Scheme (when aggregated with any Shares subject to any other share option scheme(s) and share award scheme(s) that involve(s) the issuance of new Shares of the Company) shall not exceed 10% of the total number of Shares in issue on the Adoption Date, the Board also set a sublimit in respect of Options that may be granted to Service Providers, being 1% of the total number of Shares in issue on the Adoption Date (the "**Service Provider Sublimit**"). The Remuneration Committee considers that the Service Provider Sublimit of 1%, which was determined by the Board having taking into account the proportion of the Group's revenue attributable to the contribution made by the Service Providers and the future capital needs of the Group, is appropriate and reasonable. The Service Provider Sublimit is subject to separate approval by the Shareholders at the AGM.

The Board has no present intention to grant Options to any of the Participants under the New Share Option Scheme after its adoption.

No trustee has been appointed under the New Share Option Scheme. None of the Directors is and will be a trustee of the New Share Option Scheme or has a direct or indirect interest in the trustee.

### Conditions of the New Share Option Scheme

The adoption of the New Share Option Scheme is conditional upon:

- (a) the passing of an ordinary resolution by the Shareholders approving the adoption of the New Share Option Scheme and authorising the Board to grant Options and to allot and issue shares in the Company (the “Shares”) pursuant to the exercise of any Options; and
- (b) the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in the Shares to be issued pursuant to the exercise of Options.

An application will be made to the Listing Committee of the Stock Exchange for the approval of the listing of, and permission to deal in, the Shares, representing a maximum of 10% of the Company’s issued share capital as at the adoption date of the New Share Option Scheme, which fall to be issued pursuant to the exercise of the Options to be granted under the New Share Option Scheme and any other share option scheme and the awards to be granted under any share award scheme of the Company that involves the issuance of new Shares of the Company. As at the Latest Practicable Date, there were 3,103,189,458 Shares in issue. Assuming that no further Shares will be allotted, issued or repurchased prior to the AGM, the total number of Shares which may be issued upon exercise of all Options to be granted under the New Share Option Scheme and any other share option scheme and the awards to be granted under any share award scheme of the Company that involves the issuance of new Shares is 310,318,945, representing 10% of the total number of Shares in issue as at the adoption date of the New Share Option Scheme.

### Valuation of the Options

As the New Share Option Scheme is yet to be approved by the Shareholders at the AGM, the Directors consider that it is premature to state the value of all the Options that can be granted under the New Share Option Scheme as if they had been granted at the Latest Practicable Date, since the variables which are crucial for the calculation of the value of such Options cannot be ascertained at this stage. Such variables include (i) the subscription price for the Shares to be issued upon the exercise of the Options, (ii) the timing of the grant of such Options, (iii) whether any performance target will be set in respect of each grant of Options and (iv) whether or not such Options, if granted, will be exercised by the grantees. The Directors believe that the value of the Options that can be granted pursuant to the New Share Option Scheme depends on a number of variables which are either difficult to determine or can only be determined based on speculative assumptions. Accordingly, the Directors are of the view that any calculation of the value of the Options as at the Latest Practicable Date will not be meaningful and may be misleading to the Shareholders in the circumstances. As at the Latest Practicable Date, the Company had not formulated any plan to grant Options to the Participants under the New Share Option Scheme.

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

### *Comparison with the terms of the 2012 Share Option Scheme*

The New Share Option Scheme is consistent with the market form and largely similar to the 2012 Share Option Scheme. The major differences between terms of the New Share Option Scheme and those of the 2012 Share Option Scheme lie in the changes made with an aim to reflect the latest amendments to the relevant laws, regulations and Listing Rules (primarily the Proposed Listing Rules Amendments to the extent that is applicable). Such major changes include the following:

- (a) to extend the scope of the Participants to include directors and employees of any Related Entity and shareholders of any member of the Group;
- (b) to elaborate on the factors to be considered by the Board in (i) assessing the eligibility of the Participants (particularly, the Non-employee Participants) and (ii) evaluating whether the Participants have contributed or will contribute to the Group;
- (c) to provide that the maximum number of Shares which may be granted under the New Share Option Scheme to Service Providers shall not, when aggregated with any Shares subject to any other share option scheme(s) or share award scheme(s) involving the issuance of new Shares of the Company, exceed 1% of the total number of Shares in issue on the adoption date of the New Share Option Scheme;
- (d) to set out a minimum vesting period of 12 months for which an Option must be held before it can be exercised, save where the Remuneration Committee has approved the offer of such Option to a specifically identified Participant with a shorter vesting period;
- (e) to require that additional terms on which an Option is to be granted including, but not limited to, any performance target(s) and clawback mechanism(s) must be specified in the offer of such Option;
- (f) to provide that any grant of Options to any director, chief executive or substantial shareholder of the Company, or any of their respective associates must be subject to the prior approval of the Remuneration Committee and the independent non-executive directors of the Company; and
- (g) where the Stock Exchange has granted a waiver, to allow grantees to transfer an Option to a vehicle (such as a trust or a private company) for the benefit of the grantees and any family members of such grantees (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the New Share Option Scheme and comply with other requirements under the Listing Rules.

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

### Document on display

A summary of the principal terms of the New Share Option Scheme is set out in Appendix III to this circular. A copy of the New Share Option Scheme will be published on the Company's website at <http://corp.sasa.com> and the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) for display for a period of not less than 14 days before the date of the AGM and will be made available for inspection at the AGM.

### RESOLUTION 6 – ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION

As disclosed in the announcement of the Company dated 30 June 2022, the Board proposed to make certain amendments (the “**Proposed Amendments**”) to the existing Second Amended and Restated Memorandum and Articles of Association of the Company (the “**Existing Memorandum and Articles**”) to, among others, (i) reflect the latest amendments to the Listing Rules, particularly Appendix 3 to the Listing Rules concerning the core shareholder protection standards which came into effect on 1 January 2022; (ii) afford more flexibility in relation to the conduct of general meetings of the Company through allowing general meetings to be held as virtual meetings in addition to hybrid and physical meetings; (iii) bring the Existing Memorandum and Articles in line with the applicable laws of the Cayman Islands; and (iv) make other consequential and housekeeping amendments which do not affect the substance of the Existing Memorandum and Articles in any material way.

Accordingly, the Board proposes to adopt a Third Amended and Restated Memorandum and Articles of Association (the “**New Memorandum and Articles**”) in substitution for, and to the exclusion of, the Existing Memorandum and Articles. The adoption of the New Memorandum and Articles is subject to approval by the Shareholders by way of a special resolution to be passed at the AGM and shall take effect upon the conclusion of the AGM.

The major areas of Proposed Amendments are summarised as follows:

- (a) to insert the definitions of, inter alia, “Communication Facilities”, “hybrid meeting”, “physical meeting” and “Virtual Meeting”, and make corresponding changes to the relevant provisions;
- (b) to expressly allow all general meetings (including annual general meetings, any adjourned meetings and postponed meetings) to be held as physical meetings in any part of the world, as hybrid meetings or virtual meetings by means of video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communication, internet or online conferencing application or telecommunications facilities by means of which all persons participating in a meeting are capable of communicating with each other (the “**Communication Facilities**”);

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

- (c) to expressly allow the chairman of any general meeting to attend and participate in such general meeting by means of Communication Facilities;
- (d) to expressly allow the chairman of any general meeting to change or postpone such general meeting to another date, time and/or place and/or change the Communication Facilities and/or change the form of the meeting (which may be a physical meeting, a hybrid meeting or a Virtual Meeting) where the chairman considers that it is impractical or unreasonable for any reason to hold such meeting on the date or at the time or by means of Communication Facilities specified in the notice calling such meeting;
- (e) to require that additional details must be specified in a notice of any general meeting at which Communication Facilities will be utilised;
- (f) to provide that the Company must hold an annual general meeting in each financial year;
- (g) to remove the requirement of allowing 21 days' notice when calling any extraordinary general meeting for the passing of a special resolution;
- (h) to ensure that all Shareholders have the right to speak and vote at a general meeting except where a Shareholder is required, by the Listing Rules, to abstain from voting to approve the matter under consideration; and that at any general meeting on a show of hands (where allowed), every Shareholder present at such meeting has one vote and on a poll every Shareholder present has one vote for each share registered in his name in the register;
- (i) to clarify that the appointment and remuneration of the auditors shall be approved by the Company at the general meeting by ordinary resolution;
- (j) to expressly allow voluntary winding up of the Company by special resolution;
- (k) to modify the definition of "associate" into that of "close associate", and make corresponding changes to the relevant provisions in relation to any Board resolution approving any contract or arrangement or any other proposal in which a director or any of his close associates is materially interested;
- (l) to provide that a resolution in writing signed by a majority of the directors of the Company (or their respective alternates) is valid as if it has been passed at a meeting of the Board;

---

## **BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS**

---

- (m) to provide that, unless the directors of the Company otherwise prescribe, the financial year of the Company begins on 1 April and ends on 31 March in each year;
- (n) to prohibit the Company from making any loan, directly or indirectly, to a director or his close associates if and to the extent it would be prohibited by the Companies Ordinance (Cap.622 of the Laws of Hong Kong) as if the Company were a company incorporated in Hong Kong, for as long as the Shares are listed on the Stock Exchange; and
- (o) to make other amendments to update or clarify provisions of the Existing Memorandum and Articles to better align with the language in the applicable laws of the Cayman Islands and the Listing Rules.

The full particulars of the Proposed Amendments (as marked up against the Existing Memorandum and Articles of Association) are set out in Appendix IV to this circular. The Shareholders are advised that the Chinese translation of the proposed New Memorandum and Articles of Association is for reference only. In case of any inconsistency or discrepancy between the English version and its Chinese translation, the English version shall prevail. Prior to the passing of the special resolution approving the adoption of the New Memorandum and Articles of Association, the Existing Memorandum and Articles of Association shall remain in force and valid.

### **RESPONSIBILITY STATEMENT**

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

### **BOARD RECOMMENDATIONS**

The Directors consider that each of the Resolutions (1) to (6) as set out in the Notice of AGM is in the best interests of the Company and its shareholders as a whole, and accordingly, recommend shareholders to vote in favour of the proposed resolutions.

---

## BUSINESS OF THE MEETING AND BOARD RECOMMENDATIONS

---

### VOTING BY POLL

On a poll, every shareholder attending (whether in person, by proxy or proxies, via the e-Meeting system or by its corporate representative) shall have one vote for each share in the Company of which he/she is the holder. All shareholders, corporate representatives or proxies who attend the AGM in person will vote by an on-site e-voting system to enhance the efficiency in the poll counting process. You can cast your votes either for or against each resolution in respect of the number of shares held under your name.

Under the Listing Rules, all votes at the AGM are required to be taken by poll. Accordingly, the Chairman of the AGM will demand a poll regarding the voting for all the resolutions set out in the Notice of AGM. The poll results will be published on the website of the Company and the designated issuer website of the Stock Exchange after market close on the day of the AGM.

*The following are the biographical details of the four Directors who will stand for re-election at the forthcoming AGM:*

**Dr KWOK Siu Ming Simon, SBS, JP**

Dr Kwok, aged 69, is the Chief Executive Officer and an executive director of the Company. He is also the Chairman of the Board and the Chairman of both the Executive Committee and the Risk Management Committee of the Company. Dr Kwok is a director and shareholder of both Sunrise Height Incorporated and Green Ravine Limited, the respective controlling and substantial shareholders of the Company. Both Dr Simon Kwok and Dr Eleanor Kwok have a 50% shareholdings in each of the two companies. Dr Kwok is also a director of certain subsidiaries of the Group.

Dr Kwok together with his wife, Dr Kwok Law Kwai Chun Eleanor, has overseen Sa Sa's operations since its earliest days and successfully listed the Company on the Stock Exchange in June 1997. Over the past 44 years, Dr Kwok has played a leading role in transforming Sa Sa into a leading beauty product retailing group in Asia. Dr Kwok is currently a member of the Electoral Conference for Electing Deputies of the Hong Kong Special Administrative Region to the 13th National People's Congress, a member of the Election Committee (subsector of Representatives of Hong Kong Members of Relevant National Organisations), the Honorable Life President of the Cosmetic & Perfumery Association of Hong Kong, the Governing Council Adviser of Hong Kong Quality Tourism Services Association, the Honorary Founding President of the Professional Validation Centre of Hong Kong Business Sector, and the Honorary Life President of the Hong Kong Brands Protection Alliance, a council member of China Overseas Friendship Association, and a member and a Deputy Director of Economic Affairs Committee of the 8th Board of Directors of Friends of Hong Kong Association. Dr Kwok was also a committee member of the Chinese People's Political Consultative Conference of Hubei Province (2008 – 2017), Chairman of Quality Tourism Services Association (Dec 2013 – Dec 2017), the Honorary President of the Immigration Service Officers Association (2014 – 2016), and a member of Quality Tourism Services Committee and the Chairman of Quality Tourism Services Sub-Committee of Hong Kong Tourism Board (2016 – 2019).

Dr Kwok was named "Business Person of the Year" at the DHL/SCMP Hong Kong Business Awards 2018. He also received the "Best IR by Chairman/CEO" (small-cap category) from Hong Kong Investor Relations Association for sixth consecutive years from 2016 to 2021 and was selected for the "CAPITAL Leaders of Excellence 2014" by CAPITAL Magazine in 2015. In 2014, he received the "Global Outstanding Chinese Award" from the "Global Outstanding Chinese Association" and was selected for the "Who's Who Leadership Award Scheme" by the Asian College of Knowledge Management. In 2012, he received the "China Cosmetic Retail Industry Special Contribution Award" from the Circulation Industry Promotion Centre of Chinese Ministry of Commerce and the China Beauty Expo Organising Committee. Dr Kwok was an awardee in "The Directors of the Year Awards 2011" in the Listed Companies (SEHK – Non Hang Seng Index Constituents) category organised by the Hong Kong Institute of Directors, a winner of the "Owner-Operator Award" at the DHL/SCMP Hong Kong Business Awards 2007 and a winner in the Retail Category in the "Ernst & Young Entrepreneur of the Year Awards China 2006". Dr Kwok was elected University Fellow by The Hong Kong



Polytechnic University in 2012, received the degree of Doctor of Business Administration *honoris causa* from the Open University of Hong Kong in 2011, and an *honoris causa* doctorate degree in Business Administration from Lingnan University in 2008.

Dr Kwok is an active participant in the work of charities. He is the First Vice-president (2014 – 2015 and 2020 – 2022) of the Community Chest of Hong Kong as well as Executive Committee Chairman (2014 – 2015 and 2020 – 2022), a member of the Board of Directors (2009 – 2015 and 2016 – 2022) and Vice Patron (since 2015). Dr Kwok is also a Committee Member of Heifer International (since 2009), a Board Member of Concerted Efforts Resource Centre (since 2009), an Executive Board Member of the Hong Kong AIDS Foundation (since 2006), and an Honorary Advisor and member (since 2006) of The Hong Kong Committee for the China AIDS Initiative. Dr Kwok was also a Vice-chairman of the Second & Third Board of Hongkong Kowloon Charitable Foundation Association Limited (2014 – 2020).

Save as disclosed above, Dr Kwok does not hold any other position within the Company and its subsidiaries and does not hold any other directorships in the last three years in public companies the securities of which are listed on any securities market in Hong Kong or overseas, and he does not have any other major appointments or professional qualifications.

There is no service contract between Dr Kwok and the Company. He is subject to retirement by rotation and re-election at least once every three years in accordance with the articles of association of the Company and the Listing Rules. The total director's emoluments received by Dr Kwok for the year ended 31 March 2022 are set out in note 7 to the consolidated financial statements in the Annual Report, which were determined by the Board following recommendations by the Remuneration Committee with reference to Dr Kwok's duties, responsibilities, experience, qualifications, prevailing market conditions and the Group's performance, and with Dr Kwok having agreed to a salary reduction during the year.

Dr Kwok is the husband of Dr Kwok Law Kwai Chun Eleanor (Vice-chairman and executive director of the Company), father of Ms Kwok Sze Wai Melody (executive director of the Company) and brother-in-law of Mr Law Kin Ming Peter (Senior Vice President of Category Management and Product Development of the Company). Save as the above, he does not have any relationship with any Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Dr Kwok has personal interest of 40,728,000 shares and corporate interest of 1,946,734,297 shares in the Company within the meaning of Part XV of the Securities and Futures Ordinance. The 1,946,734,297 shares are held as to 1,506,926,594 shares by Sunrise Height Incorporated, as to 438,407,703 shares by Green Ravine Limited and as to 1,400,000 shares by Million Fidelity International Limited. Sunrise Height Incorporated, Green Ravine Limited and Million Fidelity International Limited are owned as to 50% each by Dr Kwok and his wife, Dr Kwok Law Kwai Chun Eleanor. Dr Kwok and his wife are each taken to be interested in all issued non-voting deferred shares of Base Sun Investment Limited, Matford Trading Limited, Sa Sa Cosmetic Company Limited and Sa Sa Investment (HK) Limited, all of which are wholly-owned subsidiaries of the Company. Details of the above interests are shown in the section "Report of the Directors" in the Annual Report.

Save as aforesaid, Dr Kwok does not hold any interests in the Shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

A public censure announcement in respect of Dr Kwok and Mr Cheng Sai Kei Johnnie, an ex-director of the Company, was published by the Stock Exchange on 5 September 2000, in which Dr Kwok and Mr Cheng were publicly censured for breach of the declaration and undertaking with regard to directors given by them to the Stock Exchange in the form set out in Appendix 5B to the Listing Rules. Details of the above incident are set out in the announcement referred to.

Save as aforesaid, the Company is not aware of any other matters relating to the re-election of Dr Kwok that need to be brought to the attention of the shareholders nor information required to be disclosed pursuant to any of the requirements under Rule 13.51(2) of the Listing Rules.

**Dr KWOK LAW Kwai Chun Eleanor**, *BBS, JP*

Dr Kwok, aged 68, is one of the founders of the Group, an executive director of the Company and the Vice-chairman of the Board. She is a member of the Executive Committee, Remuneration Committee, Nomination Committee and Risk Management Committee of the Company. She is a director and shareholder of both Sunrise Height Incorporated and Green Ravine Limited, the respective controlling and substantial shareholders of the Company. Both Dr Eleanor Kwok and Dr Simon Kwok have a 50% shareholdings in each of the two companies. Dr Kwok is also a director of certain subsidiaries of the Group.

Dr Kwok has more than 40 years of experience in the sales and marketing of beauty products. With extensive professional knowledge and many years of experience in cosmetics retailing, she pioneered the unique operational concept of open-shelf display of beauty products, making shopping a more enjoyable experience. Dr Kwok plays a leading role in the marketing, operations, human resources and staff training functions of the Group.

Dr Kwok was named as one of the “Heroes of Philanthropy List 2020” in the Asia-Pacific region by Forbes Asia. She was awarded the “Women of Hope 2019 Entrepreneur Award” by Hong Kong Adventist Hospital Foundation in 2019. Dr Kwok was honoured the “Excellent Businesswomen” by Hong Kong Commercial Daily, the “Asian Outstanding Leaders Awards for Women” by Asian College of Knowledge Management and the “Asian Social Caring Leadership Award” by Social Enterprise Research Institute in 2017. Dr Kwok received “Most Successful Women Awards” by JESSICA Magazine in 2016. She was named “2013 Entrepreneur of the Year” in the Asia Pacific Entrepreneurship Awards 2013 Hong Kong by Enterprise Asia and received “The Excellent Award in Hong Kong Beauty Industry 2012/13” from the International CICA Association of Esthetic-CIDESCO Section China in 2012. Dr Kwok won the “Outstanding Women Entrepreneurs” award of the Hong Kong Women Professionals & Entrepreneurs Association in 2008, and received the “World Outstanding Chinese” award from the World Outstanding Chinese Association and World Chinese Business Investment Foundation in 2005. She was conferred an Honorary Doctorate of Management by Morrison University, USA, and an Honorary Fellowship by the Professional Validation Centre of Hong Kong Business Sector.

Dr Kwok is actively involved in chamber of commerce and charity activities. She is currently the Honorable President of the Cosmetic & Perfumery Association of Hong Kong (since 2009), President of Sa Sa Making Life Beautiful Charity Fund (since 2013), the Vice President of the Hong Kong Girl Guides Association (since 2012), Senator of the Hong Kong Federation of Women (2015 – 2023), the Honorary President of the Hong Kong Federation of Women (since 2005) and Committee Member of Hong Kong Federation of Women Entrepreneurs Committee (since 2004). Dr Kwok was also the Adviser (April 2017 – March 2018), Chairman (April 2016 – March 2017), the Vice-chairman (April 2012 – March 2016) and Director (2006 – 2012) of Po Leung Kuk, initiating the “Making Life Beautiful” Beauty Ambassador Training Programme (2008 and 2009) and “Sa Sa Eternal Beauty” Charitable Programme (2018 – 2019) of Po Leung Kuk together with Sa Sa. She was also the Committee Member of the Major Sports Events Committee (2015 – 2018) and a patron of Caritas Fund Raising Campaign (2006 – 2020).

Save as disclosed above, Dr Kwok does not hold any other position within the Company and its subsidiaries and does not hold any other directorships in the last three years in public companies the securities of which are listed on any securities market in Hong Kong or overseas, and she does not have any other major appointments or professional qualifications.

There is no service contract between Dr Kwok and the Company. She is subject to retirement by rotation and re-election at least once every three years in accordance with the articles of association of the Company and the Listing Rules. The total director’s emoluments received by Dr Kwok for the year ended 31 March 2022 are set out in note 7 to the consolidated financial statements in the Annual Report, which were determined by the Board following recommendations by the Remuneration Committee with reference to Dr Kwok’s duties, responsibilities, experience, qualifications, prevailing market conditions and the Group’s performance, and with Dr Kwok having agreed to a salary reduction during the year.

Dr Kwok is the wife of Dr KWOK Siu Ming Simon (Chairman and CEO of the Company), mother of Mrs Kwok Sze Wai Melody (executive director of the Company) and sister of Mr LAW Kin Ming Peter (Senior Vice President of Category Management and Product Development of the Company). Save as the above, she does not have any relationship with any Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Dr Kwok has family interest of 40,728,000 shares and corporate interest of 1,946,734,297 shares in the Company within the meaning of Part XV of the Securities and Futures Ordinance. The 1,946,734,297 shares are held as to 1,506,926,594 shares by Sunrise Height Incorporated, as to 438,407,703 shares by Green Ravine Limited and as to 1,400,000 shares by Million Fidelity International Limited. Sunrise Height Incorporated, Green Ravine Limited and Million Fidelity International Limited are owned as to 50% each by Dr Kwok and her husband, Dr KWOK Siu Ming Simon. Dr Kwok and her husband are each taken to be interested in all issued non-voting deferred shares of Base Sun Investment Limited, Matford Trading Limited, Sa Sa Cosmetic Company Limited and Sa Sa Investment (HK) Limited, all of which are wholly-owned subsidiaries of the Company. Details of the above interests are shown in the section “Report of the Directors” in the Annual Report. Save as aforesaid, Dr Kwok does not hold any interests in the Shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

A public statement in respect of Dr Kwok, Mr CHEN Chou Fan Edward and Mr TONG Hang Chan Peter, two ex-directors of the Company was published by the Stock Exchange on 5 September 2000, in which Dr Kwok, Mr Chen and Mr Tong were criticised for breach of the declaration and undertaking with regard to directors given by them to the Stock Exchange in the form set out in Appendix 5B to the Listing Rules. Details of the above incident are set out in the public statement referred to.

Save as aforesaid, the Company is not aware of any other matters relating to the re-election of Dr Kwok that need to be brought to the attention of the shareholders nor information required to be disclosed pursuant to any of the requirements under Rule 13.51(2) of the Listing Rules.

### **Mr HO Danny Wing Fi**

Mr Ho, aged 46, joined the Company as co-chief financial officer in April 2022 and was appointed as an executive director, member of the executive committee and member of the risk management committee of the Company with effect from 30 June 2022. He has over 20 years of experience in local and overseas financial and general management, as well as consumer journey digitalisation. Prior to joining the Company, Mr Ho was the chief financial officer of UMP Healthcare Holdings Limited, a company listed on the Main Board of the Stock Exchange of Hong Kong, where his primary focus was developing a digital first primary healthcare system in the Greater Bay Area. In 2012, Mr Ho joined Diageo plc (“Diageo”), a global leader in beverage alcohol listed on both the London Stock Exchange and the New York Stock Exchange. He was subsequently promoted to the CFO of Diageo’s subsidiary, a white spirits manufacturer and ‘Shuijingfang’ brand owner, Sichuan Swellfun Co., Ltd (“Swellfun”), a company listed on the Shanghai Stock Exchange, in 2014. Mr Ho was also a director of Swellfun between July 2016 and September 2020. During his six years of tenure at Swellfun, he led the digital transformation of the company and digitalisation of the route-to-consumer, engaging with consumers in an omni-channel setting. Earlier in his career, Mr Ho spent 12 years at KPMG starting from 2000 and was a partner of the consumer markets assurance function when he resigned in 2012.

Mr Ho holds a Bachelor’s degree in Economics and Accounting from the University of Liverpool and is qualified as a Chartered Accountant with The Institute of Chartered Accountants in England and Wales. He is also a member of the Hong Kong Institute of Certified Public Accountants and holds an EMBA from Kellogg-HKUST.

Save as aforesaid, Mr Ho does not hold any other position within the Group and did not hold any other directorships in the last three years in public companies the securities of which are listed on any securities market in Hong Kong or overseas, and he does not have any other major appointments or professional qualifications.

Pursuant to the employment contract entered into between Mr Ho and the Company, he is not appointed for any specified length or proposed length of service with the Company. But he is subject to retirement by rotation at least once every three years in accordance with Article 99 of the articles of association of the Company, Mr Ho will hold office as an executive director

until the Company's next annual general meeting following his appointment, and he will be eligible for re-election by shareholders of the Company at the meeting. His remuneration was determined by the Board following recommendation by the Remuneration Committee with reference to Mr Ho's qualifications, experience, responsibilities and prevailing market conditions, and is set out in the announcement dated 30 June 2022 published by the Company in relation to his appointment as an executive director. In addition, Mr Ho may be paid a year-end bonus or other discretionary variable remuneration, and may be granted options to subscribe for the Company's shares or awarded shares under the Company's Share Award Scheme, based on his performance and such other factors as the Company considers relevant.

As at the Latest Practicable Date, Mr Ho does not hold any interests in the shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance. He does not have any relationship with any directors, senior management, substantial shareholders or controlling shareholders of the Company.

Save as aforesaid, the Company is not aware of any other matters relating to the appointment of Mr Ho that need to be brought to the attention of the shareholders nor information required to be disclosed pursuant to any of the requirements under Rule 13.51(2) of the Listing Rules.

#### **Ms LEE Yun Chun Marie-Christine**

Ms Lee, aged 62, was appointed as a non-executive director of the Company on 26 February 2013. Ms Lee has a proven leadership position in retailing, branding and marketing, with more than 17 years of experience. Ms Lee was an ambassador of Harry Winston (Hong Kong) Limited, focusing on sales, branding and marketing and successfully launched its debut shop in Hong Kong, from 2009 to 2016. Harry Winston is a world famous jeweller specialising in luxurious jewellery and jewellery watches. She is currently the director of Or-Tea, an international premium specialty tea brand created in Hong Kong and produced in Germany. Ms Lee is a founder of Sport Max HK Co Limited and Hope Sport Association, providing the highest standard of qualified and professional coaching in sports. She is also an advisory board member of Phoenix Property Investors (H.K.) Limited, a private equity real estate investment group focusing on first-tier pan-Asian markets.

Previously, Ms Lee was a product manager of Shiatos Limited, an agent managing and distributing various prestigious European and international brands in Hong Kong, like Hermes, Van Cleef & Arpels, Lalique, Baccarat, Bernardaud, Christofle, etc. She was responsible for retailing and marketing, and successfully launched world famous high fashions in Hong Kong. She also worked for Citicorp International/Citibank NA as an investment advisor manager for high net worth individuals, and marketed loans for multinational corporations.

Ms Lee is committed to community work. She is a lifetime founding benefactor of The Nature Conservancy, USA, and a founder of a non-profit charitable organisation, Sports for Hope Foundation, providing funding to highly-talented young underprivileged athletes who lack financial means to further their passion. Ms Lee obtained a Bachelor of Science in Biochemistry and Nutritional Sciences from Simmons College, Boston, United States and was conferred an Honorary Fellowship by King's College, London, for the cancer research programme at Guy's Hospital.

Save as disclosed above, Ms Lee does not hold any other position within the Company and its subsidiaries and does not hold any other directorships in the last three years in public companies the securities of which are listed on any securities market in Hong Kong or overseas, and she does not have any other major appointments or professional qualifications.

Ms Lee's appointment is governed by a formal letter of appointment but there is no service contract between Ms Lee and the Company and her current three-year term of appointment shall expire on 21 August 2022. Following the recommendation of the Nomination Committee, the Company offered to re-appoint Ms Lee as a non-executive director for a further term of three years commencing on 22 August 2022, subject to retirement by rotation and re-election at least once every three years in accordance with the articles of association of the Company and the Listing Rules, which has been accepted by Ms Lee. The director's fees received by Ms Lee for the year ended 31 March 2022 are set out in note 7 to the consolidated financial statements in the Annual Report, which were determined by the Board following recommendations by the Remuneration Committee with reference to the fees payable by companies of comparable business and scale, and with Ms Lee having agreed to waive some of her director's fees during the year.

Ms Lee is a cousin of Dr LOOK Guy (Chief Financial Officer and executive director of the Company). Save as aforesaid, she does not have any relationship with any directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date, Ms Lee has outstanding share options to subscribe for a maximum of 100,000 shares in the Company which were vested on 13 April 2020 and are exercisable at an exercise price of HK\$4.65 per share. Details of the above interests are shown in the section "Report of the Directors" in the Annual Report. Save as aforesaid, Ms Lee does not have any other interests in the shares of the Company within the meaning of Part XV of the Securities and Futures Ordinance.

Save as aforesaid, the Company is not aware of any other matters relating to the re-election of Ms Lee that need to be brought to the attention of the Shareholders nor information required to be disclosed pursuant to any of the requirements under Rule 13.51(2) of the Listing Rules.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

*This Appendix serves as the explanatory statement required under Rule 10.06(1)(b) of the Listing Rules to provide the shareholders with all the information necessary for their consideration of the Share Buy-back Mandate. Reference in this Appendix to “Share(s)” mean the ordinary share(s) of the Company.*

## **1. STOCK EXCHANGE RULES FOR BUY-BACKS OF COMPANY’S OWN SHARES**

The Listing Rules permit companies with a primary listing on the Stock Exchange to buy back their own shares on the Stock Exchange subject to certain restrictions, the most important of which are summarised in the paragraphs below.

The Listing Rules provide that all proposed buy-backs of shares by a company with a primary listing on the Stock Exchange must be approved in advance by an ordinary resolution, either by way of a general mandate or by a specific approval and that the shares to be bought back must be fully paid up.

## **2. FUNDING BUY-BACKS**

Any buy-backs will be made out of the Company’s internal funds and resources which are legally available for the purpose in accordance with the memorandum and articles of association of the Company, the Companies Act of the Cayman Islands and the Listing Rules. There might be a material adverse effect on the working capital or gearing position of the Group, as compared with the position disclosed in the audited financial statements contained in the latest Annual Report, in the event that the Share Buy-back Mandate is exercised in full at any time. However, the Board does not propose to exercise the Share Buy-back Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Group or its gearing levels which, in the opinion of the Board, are from time to time appropriate for the Group.

## **3. SHARE CAPITAL**

As at the Latest Practicable Date, the issued share capital of the Company comprised 3,103,189,458 Shares.

Subject to the passing of the resolution for the grant of the Share Buy-back Mandate at the AGM and on the basis of 3,103,189,458 Shares in issue and assuming no further Shares are issued or bought back between the Latest Practicable Date and the date of the AGM, the Company will be allowed under the Share Buy-back Mandate to buy back a maximum of 310,318,945 Shares during the course of the period ending on the earlier of: (i) the date of the next annual general meeting following the AGM; (ii) the expiration of the period within which the next annual general meeting following the AGM is required by the memorandum and articles of association of the Company or any applicable laws of the Cayman Islands to be held; and (iii) the date upon which such Share Buy-back Mandate is revoked or varied.

**4. REASONS FOR BUY-BACKS**

The Directors believe that it is in the interests of the Company and its shareholders to have a general authority from the shareholders to enable the Directors to buy back Shares on the market. Such buy-backs may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value of the Company and/or its earnings per Share and will only be made when the Directors believe that such buy-backs will benefit the Company and its shareholders as a whole.

**5. UNDERTAKING OF THE DIRECTORS**

The Directors have undertaken to the Stock Exchange to exercise the Share Buy-back Mandate in accordance with the Listing Rules, the applicable laws of Cayman Islands and in accordance with the memorandum and articles of association of the Company. The Company has further confirmed to the Stock Exchange that this Explanatory Statement as set out in this Appendix contains all information required under Rule 10.06(1)(b) of the Listing Rules and that neither the Explanatory Statement as contained herein nor the proposed Share Buy-back Mandate has unusual features.

**6. EFFECT OF HONG KONG CODE OF TAKEOVERS AND MERGERS (THE “TAKEOVER CODE”)**

As at the Latest Practicable Date, Dr KWOK Siu Ming Simon and his wife, Dr KWOK LAW Kwai Chun Eleanor were beneficially interested in 1,987,462,297 Shares, representing approximately 64.05% of the issued share capital of the Company. Based on such shareholdings and in the event that the Directors exercise in full the power to buy back Shares under the Share Buy-back Mandate, the shareholdings of Dr KWOK Siu Ming Simon and Dr KWOK LAW Kwai Chun Eleanor in the Company would increase to approximately 71.16% of the issued share capital of the Company. The Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any buy-backs made pursuant to the Share Buy-back Mandate as at the Latest Practicable Date. At present, the Directors have no intention to exercise in full the power to buy back Shares under the Share Buy-back Mandate.

**7. DIRECTORS, THEIR ASSOCIATES AND THEIR CONNECTED PERSONS**

None of the Directors nor, to the best of the knowledge of the Directors having made all reasonable enquiries, any of their close associates (as defined in the Listing Rules), has any present intention, in the event that the Share Buy-back Mandate is approved by shareholders, to sell Shares to the Company. No core connected person (as defined in the Listing Rules) of the Company has notified the Company that he/she has a present intention to sell Shares to the Company or has undertaken not to do so in the event that the Share Buy-back Mandate is approved by the shareholders.



**8. GENERAL**

**(a) Share buy-back made by the Company**

The Company has not bought back any of its Share (whether on the Stock Exchange or otherwise) in the six months preceding the Latest Practicable Date.

**(b) Share prices**

The highest and lowest prices at which the Shares were traded on the Stock Exchange in each of the previous 12 months immediately prior to the Latest Practicable Date were as follows:

	<b>Highest</b> <i>HK\$</i>	<b>Lowest</b> <i>HK\$</i>
<b>2021</b>		
July	2.21	1.80
August	1.98	1.50
September	1.91	1.59
October	1.83	1.67
November	1.95	1.65
December	1.77	1.57
<b>2022</b>		
January	1.67	1.41
February	1.54	1.33
March	1.52	1.20
April	1.52	1.33
May	1.52	1.33
June	1.60	1.33
July (up to and including the Latest Practicable Date)	1.44	1.34

*The following is a summary of the principal terms of the New Share Option Scheme proposed to be approved and adopted at the AGM:*

### WARNING

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

## 1. DEFINITIONS

1.1 In the New Share Option Scheme, the following expressions have the following meanings:

<b>“Adoption Date”</b>	being the date on which the New Share Option Scheme is conditionally adopted by ordinary resolution of the Shareholders in general meeting of the Company;
<b>“associate(s)”</b>	has the meaning ascribed thereto under the Listing Rules;
<b>“associated companies”</b>	companies in which the Company directly or indirectly holds not less than 20% and not more than 50% of their shareholding;
<b>“Auditors”</b>	the auditors of the Company from time to time;
<b>“Board”</b>	the board of directors of the Company or a duly authorised committee thereof;
<b>“close associate(s)”</b>	has the meaning ascribed thereto under the Listing Rules;
<b>“connected person(s)”</b>	has the meaning ascribed thereto under the Listing Rules;
<b>“core connected person(s)”</b>	has the meaning ascribed thereto under the Listing Rules;
<b>“Date of Grant”</b>	in respect of an Option, the business day on which the Board resolves to make an Offer to a Participant;

<b>“Eligible Employee”</b>	any employee (whether employed on a full-time or part-time basis, including any executive director but excluding any non-executive director) of the Company or any Subsidiary (including persons who are granted Options as an inducement to enter into employment contracts with the Group);
<b>“Grantee”</b>	any Participant who accepts an Offer in accordance with the terms of this Scheme (or where the context so permits, his Personal Representative in consequence of the death of the original Grantee);
<b>“Group”</b>	the Company and its Subsidiaries from time to time and <b>“member(s) of the Group”</b> shall be construed accordingly;
<b>“inside information”</b>	has the meaning ascribed to it in the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, modified and/or supplemented from time to time;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, modified and/or supplemented from time to time;
<b>“Model Code”</b>	the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company;
<b>“Offer”</b>	an offer of the grant of an Option made to a Participant pursuant to paragraph 3;
<b>“Option”</b>	an option to subscribe for Shares granted pursuant to the New Share Option Scheme;
<b>“Option Period”</b>	in respect of any particular Option, such period to be notified by the Board to each Grantee as being the period during which an Option may be exercised as the Board determines at its discretion, save that such period shall not be more than ten years from the Date of Grant;

<b>“Participant”</b>	the persons who may be invited by the Board to take up Options as referred to in paragraph 3.1, and <b>“Participant”</b> shall be construed accordingly;
<b>“Personal Representative(s)”</b>	the person(s) who, by virtue of the laws of succession applicable in respect of the death of a Grantee (being an individual), is entitled to exercise the Option granted to such Grantee (to the extent not already exercised);
<b>“Related Entity”</b>	any holding company, fellow subsidiary or associated company of the Company;
<b>“Remuneration Committee”</b>	the remuneration committee of the Company;
<b>“Scheme Period”</b>	the period of ten years commencing on the Adoption Date;
<b>“Service Provider”</b>	person(s) who provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are material to the long term growth of the Group as determined by the Remuneration Committee, including advisers, consultants, distributors, contractors, suppliers, agents, business partners, joint venture partners, promoters and service providers of any member of the Group, but excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions, or consultants providing professional services to the Group;
<b>“Shareholder(s)”</b>	holder(s) of Share(s);
<b>“Subscription Price”</b>	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option;
<b>“Subsidiary”</b>	has the meaning ascribed thereto under the Listing Rules; and
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong.

## 2. PURPOSE, DURATION, ADMINISTRATION AND CONDITIONS

- 2.1 The purpose of the New Share Option Scheme is to reward and incentivize the Participants for their contribution or potential contribution to the Group and to align their interests with those of the Company and the Shareholders, and/or to recruit and retain high calibre Participants and attract human resources that are valuable to the Group.
- 2.2 The New Share Option Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the New Share Option Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties. The Board shall have the right to (a) interpret and construe the provisions of the New Share Option Scheme; (b) determine the persons (if any) who shall be offered Options under the New Share Option Scheme, and the number of Shares and Subscription Price, subject to paragraph 4; (c) subject to the provisions of the New Share Option Scheme, make such adjustments to the terms of the Options granted under the New Share Option Scheme to the relevant Grantee as the Board deems necessary, and shall notify the relevant Grantee of such adjustment by written notice; and (d) make such other decisions or determinations as it shall deem appropriate in relation to the offers and/or the administration of the New Share Option Scheme.
- 2.3 The New Share Option Scheme shall take effect upon the fulfilment of the following conditions:
- (a) the passing of the resolution by the Shareholders necessary to approve and adopt the New Share Option Scheme and to authorise the Board to grant Options under the New Share Option Scheme and to allot and issue Shares pursuant to the exercise of any Options; and
  - (b) the Listing Committee of the Stock Exchange granting the approval for the listing of and permission to deal in the Shares to be issued pursuant to the exercise of Options.
- 2.4 If either of the above conditions in paragraph 2.3 above is not satisfied on or before the date falling 30 days after the Adoption Date, the New Share Option Scheme shall determine immediately, and any Option granted or agreed to be granted pursuant to the New Share Option Scheme and any Offer shall be of no effect and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the New Share Option Scheme.
- 2.5 Subject to paragraphs 2.3, 2.4 and 11, the New Share Option Scheme shall be valid and effective for the Scheme Period, after which no further Options shall be offered or granted but the provisions of the New Share Option Scheme shall remain in full force and effect in all other respects. Options granted during the life of the New Share Option Scheme shall continue to be exercisable in accordance with their terms of grant after the expiry of the Scheme Period.

### 3. GRANT OF OPTIONS

3.1 Subject to paragraphs 3.9 to 3.11, the Board shall, in accordance with the provisions of the New Share Option Scheme and the Listing Rules, be entitled but shall not be bound at any time within the Scheme Period to make an Offer to any person belonging to the following classes of participants to subscribe, subject to such conditions as the Board may think fit, and no person other than the Participant named in such Offer may subscribe, for such number of Shares at such Subscription Price as the Board shall, subject to paragraphs 4 and 9.1, determine:

- (a) any Eligible Employee;
- (b) any non-executive director (including independent non-executive director) of the Company or any Subsidiary;
- (c) any director and employee of any Related Entity;
- (d) any shareholder of any member of the Group; and
- (e) any Service Provider.

and, for the purposes of the New Share Option Scheme, the Offer may be made to a trust or similar arrangement for the benefit of a specified Participant subject to the fulfilment of requirements of the Listing Rules (including waiver from the Stock Exchange, where applicable).

3.2 The eligibility of any of the Participants to an Offer shall be determined by the Board from time to time in its sole discretion and on the basis of the Board's opinion as to his actual and/or potential contribution to the development and growth of the Group and benefits to the Group.

In assessing the eligibility of any Participant, the Board will consider all relevant factors as appropriate, including, among others:

- (a) in respect of employees and directors of any member of the Group:
  - (i) his skills, knowledge, experience, expertise and other relevant personal qualities;
  - (ii) his contribution made or expected to be made to the growth of the Group; and
  - (iii) his educational and professional qualifications, and knowledge in the industry;

- (b) in respect of directors and employees of any Related Entity:
  - (i) the positive impacts brought by, or expected from, the Participant on the Group's business development in terms of an increase in turnover (which generally represents a year-to-year increase of not less than 5% in the Group's turnover in any financial year of the latest three financial years) and/or an addition of expertise to the Group;
  - (ii) the period of engagement or employment of the Participant by the Group; and
  - (iii) the number, scale and nature of the projects in which the Participant is involved;
- (c) in respect of shareholders of any member of the Group:
  - (i) whether the Participant has referred or introduced opportunities to the Group which have materialized into further business relationships;
  - (ii) whether the Participant has assisted the Group in tapping into new markets and/or increased its market share;
  - (iii) the positive impacts brought by, or expected from, the Participant on the Group's business development (which generally represents a year-to-year increase of not less than 5% in the Group's turnover of the business segment of the Group in which the Participant is involved in any financial year of the latest three financial years); and
  - (iv) whether the Participant shares common interest and business objectives with the Group as a critical co-investor, having regard to the size of the capital investment made by the Participant who shall hold not less than 30% interest in the relevant member of the Group where such member of the Group shall have or is expected to have material contribution to the Group's business (which generally accounts for not less than 30% of the Group's turnover in any financial year of the latest three financial years or is expected to bring notable contribution to the Group as evidenced by a concrete business plan which has been approved by the Board);
- (d) in respect of advisers and consultants:
  - (i) the expertise, professional qualifications and industry experience of the Participant;
  - (ii) the usual fees chargeable by other advisors and consultants in the market;
  - (iii) the period of engagement of the Participant by the Group; and
  - (iv) the Participant's actual or potential contribution to the Group in terms of a reduction in costs or an increase in turnover (which generally represents a year-to-year reduction of not less than 5% in the costs or a year-to-year increase of not less than 5% in the turnover of the business segment of the Group in which the Participant is involved (as the case may be) in any financial year of the latest three financial years);

- (e) in respect of distributors, contractors and suppliers:
  - (i) the scale of the Participant's business dealings with the Group in terms of purchases or sales attributable to him (which generally represents not less than 5% the Group's turnover of the business segment of the Group in which the Participant is involved in any financial year of the latest three financial years);
  - (ii) the ability of the Participant to maintain the quality of goods and/or services; and
  - (iii) whether the Participant has a proven track record of delivering quality goods and/or services; and
- (f) in respect of agents, business partners, joint venture partners and promoters:
  - (i) the benefits and strategic value brought by the Participant to the Group's development and future prospects in terms of the profits and/or royalty income attributable to the Participant's collaboration with the Group;
  - (ii) the scale of the Participant's collaboration with the Group and the length of business relationships between the Participant and the Group;
  - (iii) the business opportunities and external connections that the Participant has introduced or will potentially introduce to the Group; and
  - (iv) the positive impacts brought by, or expected from, the Participant on the Group's business development (which generally represents a year-to-year increase of not less than 5% in the Group's turnover of the business segment of the Group in which the Participant is involved in any financial year of the latest three financial years).

3.3 On and subject to the terms of the New Share Option Scheme, the Board shall be entitled at any time during the Scheme Period to make an Offer to any Participant as the Board may in its absolute discretion select to take up an Option pursuant to which such Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the Subscription Price.

The Offer shall specify the terms on which the Option is to be granted, including:

- (a) the name, address and position of the Participant;
- (b) the number of Shares under the Option in respect of which the Offer is made and the Subscription Price for such Shares;



- (c) a minimum period for which an Option must be held before it can be exercised, which shall not be less than 12 months (save where applicable under the Listing Rules when the Remuneration Committee has approved the Offer of Options to a specifically identified Participant who is an Eligible Employee or a non-executive director (including independent non-executive director) of the Company or any Subsidiary with a shorter vesting period, and has clearly explained the reason for so doing in the grant announcement published by the Company as required under the Listing Rules);
  - (d) the Option Period in respect of which the Offer is made or, as the case may be, the Option Period in respect of separate parcels of Shares under the Option comprised in the Offer;
  - (e) the last date by which the Offer must be accepted (which may not be later than 30 days from the Date of Grant);
  - (f) the procedure for acceptance;
  - (g) a narrative description of the performance target(s) (if any) that must be reached, before the Option can be exercised in whole or in part, or, if none, a negative statement to that effect;
  - (h) the clawback mechanism for the Company to recover or withhold any Options granted to any Participants in the event of serious misconduct, a material misstatement in the Company's financial statements or other special circumstances, or, if none, a negative statement to that effect; and
  - (i) any other terms which may be imposed (or not imposed) by the Board either on a case-by-case basis or generally.
- 3.4 An Offer shall be made to a Participant in writing in such form as the Board may from time to time determine requiring the Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New Share Option Scheme and shall remain open for acceptance by the Participant concerned for a period of 30 days from the Date of Grant.
- 3.5 No Offer shall be made to, nor shall any Offer be capable of acceptance by, any Participant at a time when the Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any other applicable rules, regulations or law. No Offer shall be made if the Company is required to issue a prospectus or offer document in respect of such Offer under the relevant laws or regulations applicable to the Company.
- 3.6 An Offer shall be deemed to have been accepted and an Option shall be deemed to have been granted and accepted and shall take effect when the duplicate letter comprising acceptance of the Offer duly signed by the Grantee with the number of Shares in respect of which the Offer is accepted clearly stated therein together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof is received by the Company within the period for acceptance. Such remittance shall in no circumstances

be refundable. The terms of an Offer as contained in the letter of Offer from the Company to the Participant, once accepted by the Participant, shall, together with the terms of the New Share Option Scheme, constitute the terms of grant of the Option(s) to such Participant.

- 3.7 Any Offer may be accepted in respect of less than the number of Shares in respect of which it is offered provided that it is accepted in respect of a whole board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof. To the extent that the Offer is not accepted within 30 days from the Date of Grant, it shall be deemed to have been irrevocably declined.
- 3.8 The Board shall not grant any Option to any Participant after inside information has come to the knowledge of the Company until (and including) the trading day after it has announced the information. In particular, it may not grant any Option during the period commencing one month immediately before the earlier of:
- (a) the date of the Board meeting for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
  - (b) the deadline for the Company to announce its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, and no Option may be granted during any period of delay in publishing a results announcement.

Where applicable to a Participant who is subject to the Model Code only, the Board shall not grant any Option to such Participant during the periods or times as specified under the Model Code where dealing in securities of the Company is prohibited, or any corresponding code or securities dealing restrictions adopted by the Company.

- 3.9 Any grant of Options to any director, chief executive or substantial shareholder (as defined in the Listing Rules) of the Company, or any of their respective associates shall be subject to the prior approval of the Remuneration Committee and independent non-executive directors of the Company in accordance of the Listing Rules (excluding any director who is the proposed Grantee of the Option or an associate thereof).
- 3.10 Where any grant of Options to an independent non-executive director or a substantial shareholder of the Company, or any of their respective associates, would result in the Shares issued and to be issued upon exercise of all Options granted (excluding any Options lapsed in accordance with the terms of the New Share Option Scheme) to such person in the 12-month period up to and including the Date of Grant:
- (a) representing in aggregate over 0.1 per cent. of the relevant class of Shares in issue, and

- (b) where applicable under the Listing Rules, having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the Date of Grant, in excess of HK\$5 million (or such other amount as may from time to time be specified by the Stock Exchange),

such further grant of Options shall be subject to:

- (i) the Company having sent a circular containing the information as required under the Listing Rules to the Shareholders; and
- (ii) the prior approval by resolution of the Shareholders in general meeting on which the Grantee, his associates and all core connected persons of the Company shall abstain from voting in favour at the general meeting in accordance with the relevant requirement of the Listing Rules.

3.11 Any grant of Options to a Service Provider or a director or an employee of any Related Entity shall be subject to the prior approval of the Remuneration Committee.

#### **4. SUBSCRIPTION PRICE**

4.1 The Subscription Price shall be determined by the Board in its absolute discretion but in any event shall not be less than the higher of:

- (a) the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the Date of Grant;
- (b) the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the Date of Grant; or
- (c) the nominal value of a Share.

#### **5. EXERCISE OF OPTIONS**

5.1 An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any Option, save where applicable under the Listing Rules, when the Stock Exchange has granted a waiver to the Grantee to transfer his Option to a vehicle (such as a trust or a private company) for the benefit of the Grantee and any family members of such Grantee (e.g. for estate planning or tax planning purposes) that would continue to meet the purpose of the New Share Option Scheme and comply with other requirements under the Listing Rules. Any breach of the foregoing shall entitle the Company to cancel any outstanding Option or part thereof granted to such Grantee without incurring any liability on the part of the Company.

- 5.2 An Option may, subject to the provisions of paragraph 8 and the fulfillment of all terms and conditions set out in the Offer, including the vesting period and the attainment of any performance targets stated therein (if any), be exercised in whole or in part by the Grantee (or his Personal Representatives) during the Option Period by giving notice in writing to the Company stating that the Option is exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Subscription Price multiplied by the number of Shares in respect of which the notice is given. Subject to the provisions in paragraph 5.3 to the contrary, within 21 days after receipt of the notice and, where appropriate, receipt of the Auditors' certificate pursuant to paragraph 9, the Company shall accordingly allot and issue the relevant number of Shares to the Grantee (or his Personal Representative(s)) credited as fully paid and issue to the Grantee (or his Personal Representative(s)) share certificates in respect of the Shares so allotted.
- 5.3 Subject to the provisions of paragraph 8 and to any restrictions applicable under the Listing Rules and the terms of grant thereof, an Option may be exercised by the Grantee at any time during the Option Period, provided that:
- (a) in the event of the Grantee ceasing to be a Participant by reason of his death, his Personal Representative(s) may exercise the Option up to the Grantee's entitlement (to the extent not already exercised) within the period of 12 months following his death provided that where any of the events set out in paragraph 5.3(e), (f), (g) and (h) occurs prior to his death or within such period of 6 months following his death, then his Personal Representative(s) may so exercise the Option within such of the periods respectively set out in such paragraphs provided further that if within a period of three years prior to the Grantee's death, the Grantee had committed any of the acts specified in paragraph 6.1(f) which would have entitled the Company to terminate his employment or directorship prior to his death, the Board may at any time forthwith terminate the Option (to the extent not already exercised) by written notice to the Grantee's Personal Representative(s) and/or to the extent the Option has been exercised in whole or in part by his Personal Representative(s), but Shares have not been allotted, he shall be deemed not to have so exercised such Option and the Company shall return to him the amount of the Subscription Price for the Shares in respect of the purposed exercise of such Option;
  - (b) in the event of a Grantee who is an employee or a director of the Company or another member of the Group ceasing to be a Participant for any reason other than his death or the termination of his employment or directorship on one or more of the grounds specified in paragraph 6.1(f), the Option (to the extent not already exercised) shall lapse on the date of cessation of such employment (which date shall be the last actual working day with that member of the Group whether salary is paid in lieu of notice or not) and shall cease to be exercisable provided that the Board may by written notice to such Grantee within one month from the date of such cessation determine that the Option (or such remaining part thereof) shall become exercisable within such period as the Board may determine following the date of such cessation;

- (c) in the event of a Grantee who is not an employee or a director of the Company or another member of the Group ceasing to be a Participant as and when determined by the Board by resolution for any reason other than his death, the Board may by written notice to such Grantee within one month from the date of such cessation determine the period within which the Option (or such remaining part thereof) shall be exercisable following the date of such cessation;
- (d) in the event of the Grantee ceasing to be a Participant by reason of the termination of his employment or directorship on one or more of the grounds specified in paragraph 6.1(f) and the Grantee has exercised the Option in whole or in part, but Shares have not been allotted to him, the Grantee shall be deemed not to have so exercised such Option and the Company shall return to the Grantee the amount of the Subscription Price for the Shares in respect of the purported exercise of such Option;
- (e) if a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the Grantee and the Grantee shall be entitled to exercise the Option at any time within such period as shall be notified by the Board;
- (f) if a general offer for Shares by way of scheme of arrangement is made to all the holders of Shares and has been approved by the necessary number of holders of Shares at the requisite meetings, the Company shall forthwith give notice thereof to the Grantee and the Grantee may at any time thereafter (but before such time as shall be notified by the Board) exercise the Option;
- (g) in the event a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to the Grantee and the Grantee may at any time thereafter (but before such time as shall be notified by the Company) exercise the Option, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed Shareholders' meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option; and
- (h) in the event of a compromise or arrangement, other than a scheme of arrangement, between the Company and its members or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such a scheme or arrangement and the Grantee may at any time thereafter but before such time as

shall be notified by the Company exercise the Option, and the Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option.

- 5.4 The Shares to be allotted upon the exercise of an Option shall be subject to the memorandum and articles of association of the Company for the time being in force and shall rank pari passu in all respects (including the rights arising on a liquidation of the Company) with the fully paid Shares in issue as from the day when the name of the Grantee is registered on the register of members of the Company and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made on or after the date when the name of the Grantee is registered on the register of members of the Company. A Share allotted upon the exercise of an Option shall not carry any voting right until the name of the Grantee has been duly entered onto the register of members as the holder thereof.

## 6. LAPSE OF OPTION

- 6.1 An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:-
- (a) the expiry of the Option Period (subject to the provision of paragraphs 2.4 and 11);
  - (b) the expiry of the periods referred to in the applicable sub-paragraph in paragraph 5.3 (other than paragraphs 5.3(e) and 5.3(f));
  - (c) the expiry of the period referred to in paragraph 5.3(e) provided that if any court of competent jurisdiction makes an order the effect of which is to prohibit the offeror from acquiring the remaining Shares in the Offer, the relevant period within which Options may be exercised shall not begin to run until the discharge of the order in question or unless the offer lapses or is withdrawn before that date;
  - (d) subject to the scheme of arrangement becoming effective, the expiry of the period for exercising the Option as referred to in paragraph 5.3(f);
  - (e) the date of the commencement of the winding-up of the Company;
  - (f) in respect of a Grantee who is an employee or director of the Company or another member of the Group, the date on which the Grantee ceases to be a Participant by reason of the termination of his employment or directorship on the grounds that he has been guilty of serious misconduct, or has been liable for a material misstatement in the Company's financial statements, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his debts or has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or (if so determined by the Board) on any other grounds on which an employer would be entitled to terminate his employment summarily;

- (g) in respect of a Grantee other than an employee or director of the Company or another member of the Group, the date on which the Board shall at their absolute discretion determine that:
- (i) (aa) the Grantee or his associate has committed any breach of any contract entered into between the Grantee or his associate on the one part and any member of the Group on the other part; or
  - (bb) the Grantee has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or
  - (cc) the Grantee could no longer make any contribution to the growth and development of any member of the Group by reason of the cessation of its relations with the Group or by any other reason whatsoever; and
- (ii) the Option shall lapse as a result of any event specified in subparagraph (aa), (bb) or (cc) above;
- (h) the date on which the Grantee commits a breach of paragraph 5.1; and
- (i) subject to paragraph 5.3(b), the date the Grantee ceases to be a Participant for any other reason.

6.2 A resolution of the Board or the directors of the relevant Subsidiary (as the case may be) to the effect that the employment or directorship of a Grantee has or has not been terminated on one or more of the grounds specified in paragraph 6.1(f) or that any event referred to in paragraph 6.1(g)(i) has occurred shall be conclusive and binding on all persons who may be affected thereby.

## 7. MAXIMUM NUMBER OF SHARES AVAILABLE FOR SUBSCRIPTION

7.1 The maximum number of Shares in respect of which Options may be granted under the New Share Option Scheme shall not (when aggregated with any Shares subject to any other share option scheme(s) and share award scheme(s) that involve(s) the issuance of new Shares of the Company) exceed 10 per cent. of the total number of Shares in issue on the Adoption Date (the “**Scheme Mandate Limit**”), and in respect of Options that may be granted to Service Providers, a sublimit of 1 per cent. of the total number of Shares in issue on the Adoption Date (the “**Service Provider Sublimit**”). Option lapsed in accordance with the terms of the New Share Option Scheme will not be counted for the purpose of calculating the Scheme Mandate Limit and the Service Provider Sublimit.

- 7.2 Where applicable under the Listing Rules, the Company may seek approval by the Shareholders in general meeting to refresh the Scheme Mandate Limit (and the Service Provider Sublimit) after three years from the date of Shareholders' approval for the last refreshment (or the adoption of the New Share Option Scheme), provided that:
- (a) the total number of Shares which may be allotted and issued upon exercise of all options to be granted under the New Share Option Scheme and any other share option schemes and all awards to be granted under any share award schemes that involve the issuance of new Shares of the Group under the scheme mandate as refreshed shall not exceed 10 per cent. of the total number of the Shares in issue as at the date of approval of the refreshed scheme mandate;
  - (b) the Company has first sent a circular to the Shareholders containing the number of Options that were already granted under the existing Scheme Mandate Limit and the Service Provider Sublimit, and the reason for such refreshment; and
  - (c) any additional refreshment within any three-year period must be approved by independent Shareholders in accordance with the relevant requirement of the Listing Rules.
- 7.3 Where applicable under the Listing Rules, the Company may grant Options beyond the Scheme Mandate Limit to Participants if:-
- (a) the Company has first sent a circular to Shareholders containing a generic description of the specified Participants in question, the number and terms of the Options to be granted to each specified Participant, the purpose of granting Options to the specified Participants with an explanation as to how the terms of the Options serve such purpose and other relevant information as required under the Listing Rules;
  - (b) the number and terms of the Options to be granted to the specified Participant has been fixed before Shareholders' approval; and
  - (c) separate Shareholders' approval has been obtained.
- In respect of any Options to be granted, the date of Board meeting for proposing such grant shall be taken as the Date of Grant for the purpose of calculating the Subscription Price.
- 7.4 If the Company conducts a share consolidation or sub-division after the Scheme Mandate Limit (or the Service Provider Sublimit) has been approved in general meeting, the maximum number of Shares that may be issued in respect of all options and awards to be granted under all of the schemes of the Company under the Scheme Mandate Limit (or



the Service Provider Sublimit), the respective percentage of the total number of issued Shares at the date immediately before and after such consolidation or sub-division shall remain the same.

- 7.5 The maximum number of Shares in respect of which Options may be granted to a specifically identified single Participant under the New Share Option Scheme in any 12-month period up to and including the date of such grant shall not (when aggregated with any Shares subject to any other share option scheme(s) and share award scheme(s) that involve(s) the issuance of new Shares of the Company excluding any Options lapsed in accordance with the terms of the New Share Option Scheme) exceed 1 per cent. of the Shares in issue (the “**Individual Limit**”).
- 7.6 Where applicable under the Listing Rules, the Company may grant Options beyond the Individual Limit to a Participant at any time if:
- (a) the Company has first sent a circular to Shareholders containing the identity of the Participant in question, the number and terms of the Options to be granted (and options previously granted to such Participant in the aforesaid 12-month period), the purpose of granting the Options to the Participant and an explanation as to how the terms of the Options serve such purpose;
  - (b) the number and terms of the Options to be granted to the Participant has been fixed before Shareholders’ approval; and
  - (c) separate Shareholders’ approval has been obtained in general meeting with the proposed Participant and his close associates (or his associates if the Participant is a connected person) abstaining from voting.

In respect of any Options to be granted, the date of Board meeting for proposing such grant shall be taken as the Date of Grant for the purpose of calculating the Subscription Price.

- 7.7 Where applicable under the Listing Rules, the maximum number of Shares in respect of which Options may be granted to Grantees under the New Share Option Scheme and other share option schemes of the Company shall not exceed 30 per cent. of the total number of the Shares in issue from time to time or such limit in accordance with the Listing Rules (“**Scheme Limit**”). No option may be granted under any schemes of the Company if this will result in the Scheme Limit being exceeded.

## 8. COMPANY’S CASH ELECTION

- 8.1 Notwithstanding any other provision of the New Share Option Scheme, the Board shall be entitled at its absolute discretion at any time and from time to time to cancel any Option, either in whole or in part, after notice of exercise thereof has been given by the Grantee but before the Company has issued and allotted any Shares pursuant to the exercise of that Option, by giving notice in writing to the Grantee stating that such Option is thereby cancelled.

8.2 If any Option shall be cancelled pursuant to paragraph 8.1, the Grantee shall, subject as hereinafter provided, be entitled to be paid by the Company a refund of the Subscription Price paid on exercise of such Option together with an additional payment in cash to compensate him for such cancellation, calculated in accordance with the formula below. Such refund and payment shall be made within 14 business days of the Company giving notice of such cancellation and once such refund and payment has been made by the Company. The amount of payment shall be calculated by reference to the following formula:

$$(A \times B) - C$$

where

A is the number of Shares that would have been issued on exercise of the Option (the "**Applicable Shares**");

B is the average closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days on which the Stock Exchange is open for business last preceding the date the Company receives notice of exercise of the Option; and

C is the aggregate Subscription Price for the Applicable Shares,

provided that if the calculation shall result in a negative figure it shall be deemed to be equal to zero.

## 9. REORGANISATION OF CAPITAL STRUCTURE

9.1 In the event of any alteration to the capital structure of the Company whilst any Option remains exercisable, arising from capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company, or otherwise howsoever in accordance with legal requirements and requirements of the Stock Exchange other than any alteration in the capital structure of the Company as a result of an issue of new Shares upon exercise of Options or other options granted under any other share option scheme of the Company, issue of new Shares upon exercise of any securities carrying rights to subscribe for, exchange or convert into, new Shares ("**Convertible Securities**") (other than an issue of Shares or Convertible Securities as consideration in a transaction to which the Company is a party), such corresponding alterations (if any) shall be made in:

(a) the number or nominal amount of Shares subject to the Option so far as unexercised;

(b) the Subscription Price;

- (c) the securities to which the Option relates; and
- (d) the method of exercise of the Option,

or any combination thereof as the Auditors or the independent financial adviser to the Company shall at the request of the Company certify in writing to the Board either generally or as regards any particular Grantee to be in their opinion fair and reasonable provided that any such adjustments give a Grantee the same proportion of equity capital of the Company as to which that Grantee was previously entitled but no such alterations shall be made the effect of which would be to enable a Share to be issued at less than its nominal value and no such adjustment shall be made in the event of an issue of Shares or Convertible Securities as consideration in respect of a transaction to which the Company is a party. The capacity of the Auditors or the independent financial adviser to the Company is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees. The costs of the Auditors or the independent financial adviser to the Company shall be borne by the Company.

## **10. ALTERATION OF THE NEW SHARE OPTION SCHEME**

10.1 The New Share Option Scheme may be altered in any respect by resolution of the Board except that:

- (a) any alteration to the provisions of the New Share Option Scheme in relation to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Grantees;
- (b) any alteration to the terms and conditions of the New Share Option Scheme which are of a material nature; and
- (c) any change to the authority of the Board in relation to any alteration to the terms of the New Share Option Scheme;

must be approved by a resolution by the Shareholders in general meeting. Any change to the terms of Options granted, must also, to be effective, be approved by the Remuneration Committee and/or the Shareholders in general meeting (as the case may be) if the initial grant of the Options was approved by the Remuneration Committee and/or the Shareholders (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the New Share Option Scheme. The Scheme so altered must comply with Chapter 17 of the Listing Rules.

**11. TERMINATION**

11.1 The Company by ordinary resolution in general meeting or by resolution of the Board may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered or granted but in all other respects the provisions of the New Share Option Scheme shall remain in full force and effect. Options which are granted during the life of the New Share Option Scheme and remain unexpired immediately prior to the termination of the operation of the New Share Option Scheme shall continue to be exercisable in accordance with their terms of issue after the termination of the New Share Option Scheme.

**12. CANCELLATION OF OPTIONS**

12.1 Subject to paragraph 5.1 and the Listing Rules, any cancellation of Options granted but not exercised shall require approval of the Board and prior consent in writing from the relevant Grantees.

12.2 Where the Company cancels Options and issues new ones to the same Grantee, the issue of such new Options may only be made under a scheme with available unissued Options (excluding the cancelled Options) within the limit approved by Shareholders.

CAYMAN ISLANDS

THE COMPANIES LAW ACT (2011 REVISION) (CAP. 22AS REVISED)

COMPANY LIMITED BY SHARES

---

~~SECOND~~ THIRD AMENDED AND RESTATED

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

---

SA SA INTERNATIONAL HOLDINGS LIMITED

莎莎國際控股有限公司

(Formerly known as SA SA INTERNATIONAL HOLDINGS LIMITED)

(~~Second amended and restated Memorandum and Articles of Association~~ adopted by a special resolutions of shareholders passed on ~~23 August 2012~~ at the annual general meeting held on 25 August 2022)

CAYMAN ISLANDS

The Companies Law Act (2011 Revision) (Cap. 22As Revised)

Company Limited by Shares

---

~~SECOND THIRD~~ AMENDED AND RESTATED

## MEMORANDUM OF ASSOCIATION

OF

SA SA INTERNATIONAL HOLDINGS LIMITED

莎莎國際控股有限公司

(Formerly known as SA SA INTERNATIONAL HOLDINGS LIMITED)

(~~Second amended and restated Memorandum and Articles of Association~~ adopted by a special resolutions of shareholders passed on ~~23 August 2012~~ at the annual general meeting held on 25 August 2022)

1. The name of the Company is **Sa Sa International Holdings Limited**, the Chinese translation of which is 莎莎國際控股有限公司.
2. The Registered Office of the Company shall be at the offices of Maples Corporate Services Limited, P.O. Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands, British West Indies or at such other place as the Board may from time to time decide.
3. The objects for which the Company is established are unrestricted and shall include, but without limitation, the following:
  - (i) To carry on business as an investment company and as an investment holding company and to acquire and hold shares, stocks, debenture stock, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wherever constituted or carrying on business, and shares, stock, debenture stock, bonds, obligations and other securities issued or guaranteed by any government, sovereign ruler, commissioners, trust, local authority or other public body, and to vary, transpose, dispose of or otherwise deal with from time to time as may be considered expedient any of the Company's investments for the time being.

- (ii) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds and to enter into partnership or into any arrangement for sharing profits, reciprocal concessions or cooperation with any person or company and to promote and aid in promoting, to constitute, form or organise any company, joint venture, syndicate or partnership of any kind, for the purpose of acquiring and undertaking any property and liabilities of the Company or of advancing, directly or indirectly, the objects of the Company or for any other purpose which the Company may think expedient.
- (iii) To exercise and enforce all rights and powers conferred by or incidental to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof, to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (iv) To stand surety for or to guarantee, indemnify, support or secure the performance of all or any of the obligations of any person, firm or company whether or not related or affiliated to the Company in any manner and whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by any such method and whether or not the Company shall receive valuable consideration therefor.
- (v)
  - (a) To carry on the business of promoters and entrepreneurs and to carry on business as financiers, capitalists, concessionaires, merchants, brokers, traders, dealers, agents, importers and exporters and to undertake and carry on and execute all kinds of investment, financial, commercial, mercantile, trading and other operations.
  - (b) To carry on whether as principals, agents or otherwise howsoever the business of realtors, developers, consultants, estate agents or managers, builders, contractors, engineers, manufacturers, dealers in or vendors of all types of property including the provision of any services.
- (vi) To purchase or otherwise acquire, to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with real and personal property and rights of all kinds and, in particular, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, undertakings, claims, privileges and choses in action of all kinds.

- (vii) To engage in or carry on any other lawful trade, business or enterprise which may at any time appear to the Directors of the Company capable of being conveniently carried on in conjunction with any of the aforementioned businesses or activities or which may appear to the Directors of the Company likely to be profitable to the Company.

In the interpretation of this Memorandum of Association in general and of this Clause 3 in particular no object, business or power specified or mentioned shall be limited or restricted by reference to or inference from any other object, business or power, or the name of the Company, or by the juxtaposition of two or more objects, businesses or powers and that, in the event of any ambiguity in this Clause or elsewhere in this Memorandum of Association, the same shall be resolved by such interpretation and construction as will widen and enlarge and not restrict the objects, businesses and powers of and exercisable by the Company.

4. Except as prohibited or limited by the Companies ~~Law Act (2011 Revision)~~ As Revised, the Company shall have full power and authority to carry out any object not prohibited by any law as provided by Section 7(4) of the Companies ~~Law Act (2011 Revision)~~ As Revised and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate, irrespective of any question of corporate benefit, in doing in any part of the world whether as principal, agent, contractor or otherwise whatever may be considered by it necessary for the attainment of its objects and whatever else may be considered by it as incidental or conducive thereto or consequential thereon, including, but without in any way restricting the generality of the foregoing, the power to make any alterations or amendments to this Memorandum of Association and the Articles of Association of the Company considered necessary or convenient in the manner set out in the Articles of Association of the Company, and the power to do any of the following acts or things, viz: to pay all expenses of and incidental to the promotion, formation and incorporation of the Company; to register the Company to do business in any other jurisdiction; to sell, lease or dispose of any property of the Company; to draw, make, accept, endorse, discount, execute and issue promissory notes, debentures, debenture stock, loans, loan stock, loan notes, bonds, convertible bonds, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments; to lend money or other assets and to act as guarantors; to borrow or raise money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital or without security; to invest monies of the Company in such manner as the Directors determine; to promote other companies; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to members of the Company; to contract with persons for the provision of advice, the management and custody of the Company's assets, the listing of the Company's shares and its administration; to make charitable or benevolent donations; to pay pensions or gratuities or provide other benefits in cash or kind to Directors, officers, employees, past or present and their families; to purchase Directors and officers liability insurance; to carry on any trade or business and generally to do all acts and things which,



in the opinion of the Company or the Directors, may be conveniently or profitably or usefully acquired and dealt with, carried on, executed or done by the Company in connection with the business aforesaid PROVIDED THAT the Company shall only carry on the businesses for which a licence is required under the laws of the Cayman Islands when so licensed under the terms of such laws.

5. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
6. The share capital of the Company is HK\$800,000,000 divided into 8,000,000,000 shares of a nominal or par value of HK\$0.10 each with power for the Company insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies ~~Law Act (2011 Revision)~~As Revised and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers hereinbefore contained.
7. If the Company is registered as exempted, its operations will be carried on subject to the provisions of Section 174 of the Companies ~~Law Act (2011 Revision)~~As Revised and, subject to the provisions of the Companies ~~Law Act (2011 Revision)~~As Revised and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

CAYMAN ISLANDS

The Companies Law Act (2011 Revision) (Cap. 22As Revised)

Company Limited by Shares

---

THIRD AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

---

SA SA INTERNATIONAL HOLDINGS LIMITED

莎莎國際控股有限公司

(Formerly known as SA SA INTERNATIONAL HOLDINGS LIMITED)

---

(adopted by a special resolution of shareholders passed at the annual general meeting held on  
25 August 2022)

## TABLE OF CONTENTS

Heading	Page Number
EXCLUSION OF TABLE A .....	3
INTERPRETATION .....	3
SHARE CAPITAL AND MODIFICATION OF RIGHTS .....	<u>79</u>
REGISTER OF MEMBERS AND SHARE CERTIFICATES .....	<u>1013</u>
LIEN .....	<u>1417</u>
CALLS ON SHARES .....	<u>1518</u>
TRANSFER OF SHARES .....	<u>1721</u>
TRANSMISSION OF SHARES .....	<u>1924</u>
FORFEITURE OF SHARES .....	<u>2025</u>
STOCK .....	<u>2227</u>
ALTERATION OF CAPITAL .....	<u>2228</u>
BORROWING POWERS .....	<u>2429</u>
GENERAL MEETINGS .....	<u>2530</u>
PROCEEDINGS AT GENERAL MEETINGS .....	<u>2737</u>
VOTES OF MEMBERS .....	<u>2940</u>
REGISTERED OFFICE .....	<u>3344</u>
BOARD OF DIRECTORS .....	<u>3344</u>
MANAGING DIRECTORS .....	<u>4053</u>
MANAGEMENT .....	<u>4054</u>
MANAGERS .....	<u>4255</u>
ROTATION OF DIRECTORS .....	<u>4256</u>

---

PROCEEDINGS OF DIRECTORS .....	44 <u>58</u>
SECRETARY .....	46 <u>61</u>
GENERAL MANAGEMENT AND USE OF THE SEAL .....	47 <u>62</u>
CAPITALISATION OF RESERVES .....	49 <u>65</u>
DIVIDENDS AND RESERVES .....	51 <u>67</u>
UNTRACEABLE SHAREHOLDERS .....	58 <u>75</u>
DOCUMENT DESTRUCTION .....	60 <u>77</u>
ANNUAL RETURNS AND FILINGS .....	61 <u>78</u>
ACCOUNTS .....	61 <u>78</u>
AUDIT .....	63 <u>80</u>
NOTICES .....	64 <u>82</u>
INFORMATION .....	66 <u>85</u>
WINDING UP .....	67 <u>85</u>
INDEMNITIES .....	68 <u>87</u>
FINANCIAL YEAR .....	68 <u>88</u>
AMENDMENT OF MEMORANDUM AND ARTICLES .....	68 <u>88</u>
TRANSFER BY WAY OF CONTINUATION .....	68 <u>88</u>
MERGERS AND CONSOLIDATIONS .....	69 <u>88</u>

CAYMAN ISLANDSThe Companies Act (As Revised)Company Limited by SharesTHIRD AMENDED AND RESTATED

## ARTICLES OF ASSOCIATION

## OF

## SA SA INTERNATIONAL HOLDINGS LIMITED

莎莎國際控股有限公司

(Formerly known as SA SA INTERNATIONAL HOLDINGS LIMITED)

(~~Second amended and restated Memorandum and Articles of Association~~ adopted by a special resolutions of shareholders passed on 23 August 2012 at the annual general meeting held on 25 August 2022)

Table A

**Exclusion of Table A** 1. The regulations contained in Table A in the First Schedule to the Companies Law ~~Act~~ shall not apply to the Company.

Interpretation

**Interpretation** 2. The marginal notes to these Articles shall not affect the interpretation hereof. In these Articles, unless there be something in the subject or context inconsistent therewith:

**these Articles** “these Articles” shall mean the present Articles of Association and all supplementary, amended or substituted Articles for the time being in force;

**Associates** “Associates”, in relation to ~~any Director~~, shall have the meaning assigned to it by the Listing Rules from time to time;

**Auditors** “Auditors” shall mean the persons appointed by the Company from time to time to perform the duties of auditors of the Company;

<b><u>Black Rainstorm Warning</u></b>	“Black Rainstorm Warning” has the same meaning as in the <u>Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong)</u> ;
<b>Board</b>	“Board” shall mean the majority of the Directors present and voting at a meeting of Directors at which a quorum is present;
<b>business day</b>	“business day” shall have the meaning ascribed thereto in the Listing Rules;
<b>capital</b>	“capital” shall mean the share capital from time to time of the Company;
<b>the Chairman</b>	“the Chairman” shall mean the Chairman presiding at any meeting of members or of the Board;
<b><u>Close Associate</u></b>	“Close Associate” in relation to any Director, shall have the same meaning as defined in the Listing Rules as modified from time to time, <u>except that for purposes of Article 107(c) where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules;</u>
<b><u>Communication Facilities</u></b>	“Communication Facilities” shall mean <u>video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communication, internet or online conferencing application or telecommunications facilities by means of which all Persons participating in a meeting are capable of communicating with each other;</u>
<b>the Company</b>	“the Company” or “this Company” shall mean <b>Sa Sa International Holdings Limited</b> 莎莎國際控股有限公司;
<b>the Company’s Website</b>	“the Company’s Website” shall mean the website of the Company, the address or domain name of which has been notified to members;
<b>the Companies Law/<del>the Law</del> <u>Act/<del>the Act</del></u></b>	“the Companies <del>Law</del> Act” or “the <del>Law</del> Act” shall mean the Companies <del>Law</del> Act (2011 Revision/ <u>As Revised</u> ), Cap. 22 of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;
<b>the Companies Ordinance</b>	“the Companies Ordinance” shall mean the Companies Ordinance (Cap. 32- <u>622</u> of the Laws of Hong Kong) as in force from time to time;

<b>Corporate Communication</b>	“Corporate Communication” shall mean any document issued or to be issued by the Company for the information or action of holders of any of its securities, including but not limited to: (a) the directors’ report, its annual accounts together with a copy of the auditor’s report, where applicable, its summary financial report; (b) the interim report and, where applicable, its summary interim report; (c) a notice of meeting; (d) a listing document; (e) a circular; and (f) a proxy form, within the meaning ascribed thereto under the Listing Rules;
<b>Directors</b>	“Directors” shall mean the directors from time to time of the Company;
<b>dividend</b>	“dividend” shall include bonus dividends and distributions permitted by the <del>Law Act</del> to be categorised as dividends;
<b>dollars/HK\$</b>	“dollars” and “HK\$” shall mean dollars legally current in Hong Kong;
<b>electronic</b>	“electronic” shall have the meaning given to it in the Electronic Transactions <del>Law Act</del> ;
<b>electronic means</b>	“electronic means” includes sending or otherwise making available to the intended recipients of the communication in the electronic format;
<b>Electronic Signature</b>	“Electronic Signature” shall mean an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a person with the intent to sign the electronic communication;
<b>Electronic Transactions Law Act</b>	“Electronic Transactions <del>Law Act</del> ” shall mean the Electronic Transactions <del>Law Act (2003 Revision)</del> <u>As Revised</u> of the Cayman Islands and any amendment thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor;
<b>Exchange</b>	“Exchange” shall mean The Stock Exchange of Hong Kong Limited;
<b><u>Gale Warning</u></b>	<u>“Gale Warning” has the same meaning as in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong);</u>
<b>Hong Kong</b>	“Hong Kong” shall mean Hong Kong and its dependencies;
<b><del>HK Code on Takeovers &amp; Mergers</del></b>	<del>“HK Code on Takeovers &amp; Mergers” shall mean the Code on Takeovers and Mergers issued by the Securities and Futures Commission of Hong Kong as amended from time to time;</del>

<b><u>HKSCC</u></b>	<u>“HKSCC” shall mean Hong Kong Securities Clearing Company Limited;</u>
<b><u>hybrid meeting</u></b>	<u>“hybrid meeting” shall mean a general meeting held and conducted by (i) physical attendance by members, authorised representatives and/or proxies at the meeting and (ii) virtual attendance and participation by members, authorised representatives and/or proxies by means of Communication Facilities;</u>
<b>Independent Non-Executive Director</b>	“Independent Non-Executive Director” shall mean a person recognised as such by the relevant code, rules and regulations applicable to the listing of the shares on the Exchange;
<b>Listing Rules</b>	“Listing Rules” shall mean the Rules Governing the Listing of Securities on the Exchange as amended from time to time;
<b>month</b>	“month” shall mean a calendar month;
<b>ordinary resolution</b>	“ordinary resolution” shall mean a resolution passed by a simple majority of the votes of such members of the Company as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorised representatives, at a general meeting held in accordance with these Articles and includes an ordinary resolution passed pursuant to Article 84;
<b><u>Person</u></b>	<u>“Person” shall mean any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires;</u>
<b><u>physical meeting</u></b>	<u>“physical meeting” shall mean a general meeting held and conducted by physical attendance and participation by members, authorised representatives and/or proxies at the meeting;</u>
<b><u>Present</u></b>	<u>“Present” shall mean, in respect of any Person, such Person’s presence at a general meeting of members, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles), being:</u>  <u>(a) physically present at the meeting; or</u>  <u>(b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any hybrid meeting or Virtual Meeting, connected by means of the use of such Communication Facilities;</u>



<b>principal register</b>	“principal register” shall mean the register of members of the Company maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time;
<b>published in the newspapers</b>	“published in the newspapers” shall mean published as a paid advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper, being in each case a newspaper published daily and circulating generally in Hong Kong in accordance with the Listing Rules;
<b>published on the Exchange’s website</b>	“published on the Exchange’s website” shall mean published in English and Chinese on the Exchange’s website in accordance with the Listing Rules;
<b>recognised clearing house</b>	“recognised clearing house” shall have the meaning ascribed thereto in Part I of Schedule 1 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor <u>including but not limited to HKSCC</u> ;
<b>the register</b>	“the register” shall mean the principal register and any branch registers;
<b>registration office</b>	“registration office” shall mean in respect of the shares of the Company, such place or places where the Board from time to time determines to keep a branch register of holders in respect of such shares and where (except in cases where the Board otherwise determines) transfers of documents of title for such shares are to be lodged for registration and are to be registered;
<b>rights issue</b>	“rights issue” shall mean an offer by way of rights to existing holders of securities of the Company which enables those holders to subscribe for securities in proportion to their existing holdings;
<b>seal</b>	“seal” shall include the common seal of the Company, the securities seal or any duplicate seal adopted by the Company pursuant to Article 137;
<b>Secretary</b>	“Secretary” shall mean the person appointed as company secretary by the Board from time to time;

<b>share</b>	“share” shall mean a share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied;
<b>shareholders/ members</b>	“shareholders” or “members” shall mean the persons who are duly registered as the holders from time to time of shares in the register including persons who are jointly so registered;
<b>special resolution</b>	“special resolution” shall have the same meaning as ascribed thereto in the <del>Law Act</del> and shall include a unanimous written resolution of all members: for this purpose, the requisite majority shall be not less than three-fourths of the votes of such members of the Company as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorised representatives, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given and includes a special resolution passed pursuant to Article 84;
<b>subsidiary and holding company</b>	“subsidiary” and “holding company” shall have the meanings attributed to such terms in the Companies Ordinance, but interpreting the term “subsidiary” in accordance with the definition of “subsidiary” under the Listing Rules;
<b>transfer office</b>	“transfer office” shall mean the place where the principal register is situate for the time being;
<b><u>Virtual Meeting</u></b>	<u>“Virtual Meeting” shall mean any general meeting of the members at which the members (and any other permitted participants of such meeting, including, without limitation, the Chairman of such meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities;</u>
<b>writing/printing</b>	“writing” or “printing” shall include writing, printing, lithograph, photograph, type-writing and every other mode of representing words or figures in a legible and non-transitory form and, only where used in connection with a notice served by the Company on members or other persons entitled to receive notices hereunder, shall also include a record maintained in an electronic medium which is accessible in visible form so as to be useable for subsequent reference;

<b>Words in <u>LawAct</u> to bear same meaning in Articles</b>	Subject as aforesaid, any words defined in the <u>LawAct</u> shall, if not inconsistent with the subject and/or context, bear the same meanings in these Articles;
<b>gender</b>	words importing either gender shall include the other gender and the neuter;
<b><u>participation</u></b>	<u>references to a Person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Act or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;</u>
<b>persons/ companies</b>	words importing persons and the neuter shall include companies and corporations and vice versa;
<b><u>speak</u></b>	<u>references to the right of a shareholder to speak at a hybrid meeting or Virtual Meeting shall include the right to raise questions or make statements to the Chairman of the meeting, verbally or in written form, by means of Communication Facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the Persons Present at the meeting (or only by the Chairman of the meeting) in which event the Chairman of the meeting shall relay the questions raised or the statements made to all Persons Present at the meeting, either orally or in writing using Communication Facilities;</u>
<b>singular and plural</b>	words denoting the singular shall include the plural and words denoting the plural shall include the singular;

Sections 8 and 19-(3) of the Electronic Transactions LawAct shall not apply.

### Share Capital and Modification of Rights

- |                |  |
|----------------|--|
| <b>Capital</b> | 3. The <del>authorized</del> <u>authorised</u> capital of the Company at the date of the adoption of these Articles is HK\$800,000,000 divided into 8,000,000,000 shares of a nominal or par value of HK\$0.10 each. |
|----------------|--|

- Issue of shares** 4. Subject to the provisions of these Articles and to any direction that may be given by the Company in general meeting and without prejudice to any special rights conferred on the holders of any existing shares or attaching to any class of shares, any share may be issued with or have attached thereto such preferred, deferred, qualified or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise, and to such persons at such times and for such consideration as the Board may determine. Subject to the ~~Law Act~~ and to any special rights conferred on any shareholders or attaching to any class of shares, any share may, with the sanction of a special resolution, be issued on terms that it is, or at the option of the Company or the holder thereof is, liable to be redeemed. No shares shall be issued to bearer.
- Issue of warrants** 5. Subject to the Listing Rules, the Board may issue warrants to subscribe for any class of shares or other securities of the Company on such terms as it may from time to time determine. No warrants shall be issued to bearer for so long as a recognised clearing house (in its capacity as such) is a member of the Company. Where warrants are issued to bearer, no new warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such new warrant.
- How class rights may be modified** 6. (a) If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class of shares for the time being issued (unless otherwise provided for in the terms of issue of the shares of that class) may, subject to the provisions of the ~~Law Act~~, be varied or abrogated with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. To every such separate meeting all the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply, but so that the quorum for the purposes of any such separate meeting and of any adjournment thereof shall be a ~~person~~Person or ~~persons~~Persons together holding (or representing by proxy or by duly authorised representative) at the date of the relevant meeting not less than one-third in nominal value of the issued shares of that class.

- (b) The special rights conferred upon the holders of shares of any class shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- Company may purchase and finance the purchase of own shares and warrants**
7. (a) Subject to the ~~Law~~Act, or any other law or so far as not prohibited by any law or the Listing Rules and subject to any rights conferred on the holders of any class of shares, the Company shall have the power to purchase or otherwise acquire all or any of its own shares (which expression as used in this Article includes redeemable shares) provided that the manner of purchase has first been authorised by a resolution of the shareholders, and to purchase or otherwise acquire warrants for the subscription or purchase of its own shares, and shares and warrants for the subscription or purchase of any shares in any company which is its holding company and may make payment therefor in any manner authorised or not prohibited by law, including out of capital, or to give, directly or indirectly, by means of a loan, a guarantee, a gift, an indemnity, the provision of security or otherwise howsoever, financial assistance for the purpose of or in connection with a purchase or other acquisition made or to be made by any person of any shares or warrants in the Company or any company which is a holding company of the Company and should the Company purchase or otherwise acquire its own shares or warrants neither the Company nor the Board shall be required to select the shares or warrants to be purchased or otherwise acquired rateably or in any other manner as between the holders of shares or warrants of the same class or as between them and the holders of shares or warrants of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares provided always that any such purchase or other acquisition or financial assistance shall only be made in accordance with any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force.
- (b) The Board may accept the surrender for no consideration of any fully paid share.

- Power to increase capital**
8. The Company in general meeting may, from time to time, whether or not all the shares for the time being authorised shall have been issued and whether or not all the shares for the time being issued shall have been fully paid up, by ordinary resolution, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts as the resolution shall prescribe.
- Redemption**
9. (a) Subject to the provisions of the ~~Law Act~~ and the Memorandum of Association of the Company, and to any special rights conferred on the holders of any shares or attaching to any class of shares, shares may be issued on the terms that they may be, or at the option of the Company or the holders are, liable to be redeemed on such terms and in such manner, including out of capital, as determined by a special resolution.
- (b) ~~Where the Company purchases or redeems any of its shares, purchases or redemptions 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 alike.~~
- Purchase or redemption not to give rise to other purchases or redemptions**
10. (a) The purchase or redemption of any share shall not be deemed to give rise to the purchase or redemption of any other share.
- Certificates to be surrendered for cancellation**
- (b) The holder of the shares being purchased, surrendered or redeemed shall be bound to deliver up to the Company at its principal place of business in Hong Kong or such other place as the Board shall specify the certificate(s) thereof, if any, for cancellation and thereupon the Company shall pay to him the purchase or redemption monies in respect thereof.
- Shares at the disposal of the Board**
11. Subject to the provisions of the ~~Law Act~~, of the Memorandum of Association of the Company, and of these Articles relating to new shares, the unissued shares in the Company (whether forming part of its original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration, and upon such terms, as the Board shall determine.

- Company may pay commissions**
12. The Company may, unless prohibited by law, at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the Law Act shall be observed and complied with, and in each case the commission shall not exceed 10% of the price at which the shares are issued.
- Company not to recognise trusts in respect of shares**
13. Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any shares or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

#### Register of Members and Share Certificates

- Share register**
14. (a) The Board shall cause to be kept at such place within or outside the Cayman Islands as it deems fit a principal register of the members and there shall be entered therein the particulars of the members and the shares issued to each of them and other particulars required under the Law Act.
- (b) If the Board considers it necessary or appropriate, the Company may establish and maintain a branch register or registers of members at such location or locations within or outside the Cayman Islands as the Board thinks fit. The principal register and the branch register(s) shall together be treated as the register for the purposes of these Articles.
- (c) The Board may, in its absolute discretion, at any time transfer any share upon the principal register to any branch register or any share on any branch register to the principal register or any other branch register.

- (d) Notwithstanding anything contained in this Article, the Company shall as soon as practicable and on a regular basis record in the principal register all transfers of shares effected on any branch register and shall at all times maintain the principal register in such manner as to show at all times the members for the time being and the shares respectively held by them, in all respects in accordance with the Companies ~~Law~~Act.
  - (e) For so long as any shares are listed on the Exchange, title to such listed shares may be evidenced and transferred in accordance with the Listing Rules that are or shall be applicable to such listed shares. The register of members maintained by the Company in respect of such listed shares (whether the principal register or a branch register) may be kept by recording the particulars required by Section 40 of the ~~Law~~Act in a form otherwise than legible (provided it is capable of being reproduced in a legible form) if such recording otherwise complies with the Listing Rules that are or shall be applicable to such listed shares.
15. (a) Except when the register of members is closed, and, if applicable, subject to the additional provisions of sub-paragraph (c) below, the principal register and any branch register shall during business hours be kept open to the inspection of any member without charge.
- (b) The reference to business hours in sub-paragraph (a) above is subject to such reasonable restrictions as the Company in general meeting may impose, but so that not less than two hours in each business day is to be allowed for inspections.



- (c) The register may, on the Company giving at least ~~14-10~~ business days' notice (or on 6 business days' notice in the case of a rights issue) being given by announcement published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by announcement published in the newspapers, be closed at such times and for such periods as the Board may from time to time determine, either generally or in respect of any class of shares, provided that the register shall not be closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). The Company shall, on demand, furnish any person seeking to inspect the register or part thereof which is closed by virtue of this Article with a certificate under the hand of the Secretary stating the period for which, and by whose authority, it is closed. In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice in accordance with the procedures set out in this Article.
- (d) Any register held in Hong Kong shall during normal business hours (subject to such reasonable restrictions as the Board may impose) be open to inspection by a member without charge and any other person on payment of a fee of such fee amount not exceeding ~~HK\$2.50 (or such higher the maximum amount as~~ as may from time to time be permitted under the Listing Rules) as the Board may determine for each inspection. Any member may require a copy of the register, or any part thereof, on payment of HK\$0.25, or such lesser sum as the Company may prescribe, for every 100 words or fractional part thereof required to be copied. The Company shall cause any copy so required by any person to be sent to that person within a period of 10 days commencing on the date next after the day on which the request is received by the Company.
- (e) In lieu of, or apart from, closing the register pursuant to other provisions in these Articles, the Board may fix in advance a date as the record date for any such determination of members entitled to receive notice of, or to vote at any general meeting of the members or any adjournment thereof, or for the purpose of determining the members entitled to receive payment of any dividend or distribution, or in order to make a determination of members for any other purpose.

- Share certificates**
16. Every person whose name is entered as a member in the register shall be entitled without payment to receive, within the relevant time limit as prescribed in the ~~Law Act~~ or as the Exchange may from time to time determine, whichever is shorter, and subject to payment of any fees which may be payable pursuant to Article 43, after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide), one certificate for all his shares of each class or, if he shall so request, in a case where the allotment or transfer is of a number of shares in excess of the number for the time being forming an Exchange board lot, such numbers of certificates for shares in Exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of several joint holders shall be sufficient delivery to all such holders. All certificates for shares shall be delivered personally or sent through the post addressed to the member entitled thereto at his registered address as appearing in the register.
- Share certificates to be sealed**
17. Every certificate for shares or debentures or representing any other form of security of the Company shall be issued under the seal of the Company, which shall only be affixed with the authority of the Board.
- Every certificate to specify number of shares**
18. Every share certificate shall specify the number and class of shares in respect of which it is issued and the amount paid thereon or the fact that they are fully paid, as the case may be, and may otherwise be in such form as the Board may from time to time prescribe.

- Joint holders** 19. The Company shall not be bound to register more than four persons as joint holders of any share. If any share shall stand in the names of two or more persons, the person first named in the register shall be deemed the sole holder thereof as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the share.
- Replacement of share certificates** 20. If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding such amount as may from time to time be permitted under the Listing Rules or such lesser sum as the Board may from time to time require and on such terms and conditions, if any, as to publication of notices, evidence and indemnity, as the Board thinks fit and where it is defaced or worn out, after delivery up of the old certificate to the Company for cancellation.

#### Lien

- Company's lien** 21. The Company shall have a first and paramount lien on every share (not being a fully paid up share) for all ~~moneys~~monies, whether presently payable or not, called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid up shares) standing registered in the name of a member (whether solely or jointly with others) for all the debts and liabilities of such member or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether such person is a member of the Company or not.
- Lien extends to dividends and bonuses** The Company's lien (if any) on a share shall extend to all dividends and bonuses declared in respect thereof. The Board may resolve that any share shall for some specified period be exempt wholly or partially from the provisions of this Article.

- Sale of shares subject to lien** 22. The Company may sell in such manner as the Board thinks fit any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of intention to sell in default, shall have been given to the registered holder for the time being of the shares or the person, of which the Company has notice, entitled to the shares by reason of such holder's death, mental disorder or bankruptcy.
- Application or proceeds of such sale** 23. The net proceeds of such sale by the Company after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or engagement in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale and upon surrender, if required by the Company, for cancellation of the certificate for the share sold) be paid to the holder immediately before such sale of the share. For giving effect to any such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- Calls on Shares**
- Calls, how made** 24. The Board may from time to time make such calls as it may think fit upon the members in respect of any monies unpaid on the shares held by them respectively (whether on account of the nominal amount of the shares or by way of premium or otherwise) and not by the conditions of allotment thereof made payable at fixed times. A call may be made payable either in one sum or by instalments. A call may be revoked or postponed as the Board may determine.
- Notice of call** 25. At least 14 days' notice of any call shall be given to each member specifying the time and place of payment and to whom such payment shall be made.

- Copy of notice to be sent** 26. A copy of the notice referred to in Article 25 shall be sent in the manner in which notices may be sent to members by the Company as herein provided.
- Every member liable to pay call at appointed time and place** 27. Every member upon whom a call is made shall pay the amount of every call so made on him to the person and at the time or times and place or places as the Board shall specify. A person upon whom a call is made shall remain liable on such call notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- Notice of call may be published in newspapers** 28. In addition to the giving of notice in accordance with Article 26, notice of the person appointed to receive payment of every call and of the times and places appointed for payment may be given to the members affected by notice published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by advertisement published in the newspapers.
- When call deemed to have been made** 29. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
- Liability of joint holders** 30. The joint holders of a share shall be severally as well as jointly liable for the payment of all calls and instalments due in respect of such share or other ~~moneys~~monies due in respect thereof.
- Board may extend time fixed for call** 31. The Board may from time to time at its discretion extend the time fixed for any call, and may extend such time as to all or any of the members, whom by reason of residence outside Hong Kong or other cause the Board considers it reasonable to grant an extension to, but no member shall be entitled to any such extension as a matter of grace and favour.
- Interest on calls** 32. If the sum or any instalment payable in respect of any call is unpaid on or before the day appointed for payment thereof, the person or persons from whom the sum is due shall pay interest on the same at such rate not exceeding 15% per annum as the Board shall determine from the day appointed for the payment thereof to the time of actual payment, but the Board may waive payment of such interest wholly or in part.

- Suspension of privileges while call in arrears** 33. No member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another member) at any general meeting, either personally or by proxy, or be reckoned in a quorum, or to exercise any other privilege as a member until all sums or instalments due from him to the Company in respect of any call, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
- Evidence in action for call** 34. At the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder, or one of the holders, of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, and the proof of the matters aforesaid shall be conclusive evidence of the debt.
- Sums payable on allotment/in future deemed a call** 35. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the nominal value of the share and/or by way of premium or otherwise, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, liabilities of joint holders, forfeiture and the like, shall apply as if such sum had become payable by virtue of a call duly made and notified.
- Payment of calls in advance** 36. The Board may, if it thinks fit, receive from any member willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any shares held by him, and upon all or any of the ~~monies~~ monies so advanced the Company may pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such member not less than one month's notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. No such sum paid in advance of calls shall entitle the member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

Transfer of Shares

- Form of transfer**
37. All transfers of shares may be effected by an instrument of transfer in the usual common form or in such other form as the Board may approve which is consistent with the standard form of transfer as prescribed by the Exchange and approved by the Board. All instruments of transfer must be left at the registered office of the Company or at such other place as the Board may appoint and all such instruments of transfer shall be retained by the Company.
- Execution**
38. (a) The instrument of transfer shall be executed by or on behalf of the transferor and by or on behalf of the transferee PROVIDED that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. The instrument of transfer of any share shall be in writing and shall be executed with a manual signature or facsimile signature (which may be machine imprinted or otherwise) by or on behalf of the transferor and transferee PROVIDED that in the case of execution by facsimile signature by or on behalf of a transferor or transferee, the Board shall have previously been provided with a list of specimen signatures of the authorised signatories of such transferor or transferee and the Board shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures. The transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof.
- (b) Notwithstanding Articles 37 and 38, transfers of shares which are listed on the Exchange may be effected by any method of transferring or dealing in securities permitted by the Listing Rules and which has been approved by the Board for such purpose.
- Board may refuse to register a transfer**
39. The Board may, in its absolute discretion, and without assigning any reason, refuse to register a transfer of any share which is not fully paid up or on which the Company has a lien.
- Notice of refusal**
40. If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal.

- Requirements as to transfer**
41. The Board may also decline to register any transfer of any shares unless:
- (a) the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
  - (b) the instrument of transfer is in respect of only one class of shares; and
  - (c) the instrument of transfer is properly stamped (in circumstances where stamping is required); and
  - (d) in the case of a transfer to joint holders, the number of joint holders to which the share is to be transferred does not exceed four; and
  - (e) the shares concerned are free of any lien in favour of the Company; and
  - (f) a fee of such amount not exceeding the maximum amount as the Exchange may from time to time determine to be payable (or such lesser sum as the Board may from time to time require) is paid to the Company in respect thereof.
- No transfer to an infant etc**
42. No transfer shall be made to an infant or to a person in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs or under other legal disability.



**Certificate to  
be given up  
on transfer**

43. Upon every transfer of shares, the certificate held by the transferor shall be given up to be cancelled and shall forthwith be cancelled accordingly and a new certificate shall be issued, on payment by the transferee of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require, to the transferee in respect of the shares transferred to him and, if any of the shares included in the certificate so given up shall be retained by the transferor, a new certificate in respect thereof shall be issued to him, on payment by the transferor of such fee not exceeding the maximum amount as the Exchange may from time to time determine to be payable or such lesser sum as the Board may from time to time require. The Company shall also retain the instrument(s) of transfer.

**When transfer  
books and  
register may  
close**

44. The registration of transfers may, on the Company giving at least 14 10 business days' notice (or on 6 business days' notice in the case of a rights issue) ~~by notice being giving~~ by announcement published on the Exchange's website, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided or by announcement published in the newspapers, be suspended and the register may, subject to the requirements in Article 15(c), be closed at such times for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended or the register shall not be closed for more than 30 days in any year (or such longer period as the members may by ordinary resolution determine provided that such period shall not be extended beyond 60 days in any year). In the event that there is an alteration of book closure dates, the Company shall give at least 5 business days' notice before the announced closure, or the new closure, whichever is earlier. If, however, there are exceptional circumstances (e.g. during a Number 8 or higher typhoon signal and ~~b~~Black ~~r~~Rainstorm ~~w~~Warning) that render the giving of such publication of announcement impossible, the Company shall comply with these requirements as soon as practicable.

Transmission of Shares

- Death of registered holder or of joint holder of shares** 45. In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the 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.
- Registration of personal representatives and trustee in bankruptcy** 46. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a member may, upon such evidence as to his title being produced as may from time to time be required by the Board and subject as hereinafter provided, either be registered himself as holder of the share or elect to have some other person nominated by him registered as the transferee thereof.
- Notice of election to be registered/ Registration of nominee** 47. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee a transfer of such share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy or winding-up of the member had not occurred and the notice or transfer were a transfer executed by such member.
- Retention of dividends, etc., until transfer or transmission of shares of a deceased or bankrupt member** 48. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 86 being met, such a person may vote at meetings.

Forfeiture of Shares

- If call or instalment not paid notice may be given**
49. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time during such time as any part thereof remains unpaid, without prejudice to the provisions of Article 33, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and which may still accrue up to the date of actual payment.
- Form of notice**
50. The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is unpaid will be liable to be forfeited. The Board may accept a surrender of any share liable to be forfeited hereunder and in such case, references in these Articles to forfeiture shall include surrender.
- If notice not complied with shares may be forfeited**
51. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share, and not actually paid before the forfeiture.
- Forfeited shares to be deemed property of Company**
52. Any share so forfeited shall be deemed to be the property of the Company, and may be re-allotted, sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a re-allotment, sale or disposition the forfeiture may be cancelled by the Board on such terms as it thinks fit.

- Arrears to be paid notwithstanding forfeiture**
53. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company all ~~moneys~~monies which, at the date of forfeiture, were payable by him to the Company in respect of the shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until payment at such rate not exceeding 15% per annum as the Board may prescribe, and the Board may enforce the payment thereof if it thinks fit, and without any deduction or allowance for the value of the shares forfeited, at the date of forfeiture. For the purposes of this Article any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived, be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.
- Evidence of forfeiture**
54. A statutory declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any re-allotment, sale or disposition thereof and the Board may authorise any person to execute a letter of re-allotment or transfer of the share in favour of the person to whom the share is re-allotted, sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the subscription or purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, re-allotment, sale or other disposal of the share.
- Notice after forfeiture**
55. When any share shall have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register. Notwithstanding the above, no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.

- Power to redeem forfeited shares**
56. Notwithstanding any such forfeiture as aforesaid, the Board may at any time, before any share so forfeited shall have been re-allotted, sold, or otherwise disposed of, permit the share forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they think fit.
- Forfeiture not to prejudice Company's right to call or instalment**
57. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.
- Forfeiture for non-payment of any sum due on shares**
58. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### Stock

- Power to convert into stock**
59. Subject to the Companies Law Act, the Company may by ordinary resolution convert any fully paid up shares into stock, and may from time to time by like resolution re-convert any stock into fully paid up shares of any denomination.
- Transfer of stock**
60. The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might prior to conversion have been transferred or as near thereto as circumstances admit, but the Board may from time to time, if it thinks fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. No warrants to bearer shall be issued in respect of any stock.

**Rights of stockholders** 61. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings, and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.

**Interpretation** 62. Such of the provisions of these Articles as are applicable to paid up shares shall apply to stock, and the words “share” and “shareholder” therein shall include “stock” and “stockholder”.

#### Alteration of Capital

**Consolidation and division of capital and sub-division and cancellation of shares** 63. (a) The Company may from time to time by ordinary resolution:

(i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares and division into shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into each consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company’s benefit;

- (ii) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled subject to the provisions of the LawAct; and
- (iii) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association of the Company, subject nevertheless to the provisions of the LawAct, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights, over, or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.

**Reduction of capital**

- (b) The Company may by special resolution reduce its share capital or any capital redemption reserve in any manner authorised and subject to any conditions prescribed by the LawAct.

**Borrowing Powers****Power to borrow**

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

**Conditions on which money may be borrowed**

- 65. The Board may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and, in particular, by the issue of debentures, debenture stock, bonds or other securities of the Company, whether outright or as collateral security for any debts, liability or obligations of the Company or of any third party.

**Assignment**

- 66. Debentures, debenture stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

- Special privileges** 67. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
- Register of charges to be kept** 68. (a) The Board shall cause a proper register to be kept, in accordance with the provisions of the Law Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Law Act in regard to the registration of mortgages and charges therein specified and otherwise.
- Register of debentures or debenture stock** (b) If the Company issues debentures or debenture stock (whether as part of a series or as individual instruments) not transferable by delivery, the Board shall cause a proper register to be kept of the holders of such debentures.
- Mortgage of uncalled capital** 69. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice of to the members or otherwise, to obtain priority over such prior charge.

#### General Meetings

- When annual general meeting to be held** 70. The Company shall in each financial year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; ~~and not more than 15 months shall elapse (or such longer period as the Exchange may authorise) between the date of one annual general meeting of the Company and that of the next. So as long as the first annual general meeting of the Company is held within 18 months of its incorporation, it need not be held in the year of its incorporation.~~ The annual general meeting shall be held at such time and place (if applicable) as the Board shall appoint.
- Extraordinary general meeting** 71. All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings (including annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world, as a hybrid meeting, or as a Virtual Meeting, as may be determined by the Board in its absolute discretion.



**Convening of  
extraordinary  
general  
meeting**

72. The Board may, whenever it thinks fit, convene an extraordinary general meeting. General meetings shall also be convened on the written requisition of any ~~two~~ one or more member(s) of the Company deposited at the principal place of business of the Company in Hong Kong or, in the event the Company ceases to have such a principal place of business, the registered office specifying the objects of the meeting and the resolutions to be added to the meeting agenda, and signed by the requisitioner(s), provided that such requisitioner(s) held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company which carries the right of voting at general meetings of the Company. ~~General meetings may also be convened on the written requisition of any one member of the Company which is a recognised clearing house (or its nominee(s)) deposited at the principal place of business of the Company in Hong Kong or, in the event the Company ceases to have such a principal place of business on a one vote per share basis, the registered office specifying the objects of the meeting and signed by the requisitioner, provided that such requisitioner held as at the date of deposit of the requisition not less than one-tenth of the paid up capital of the Company which carries the right of voting at general meetings of the Company. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene the meeting to be held within a further 21 days, the requisitioner(s) himself (themselves-) or any of them representing more than one-half of the total voting rights of all of them, may convene the general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board a physical meeting provided that any meeting so convened shall not be held after the expiration of three months from the date of deposit of the requisition, and all reasonable expenses incurred by the requisitioner(s) as a result of the failure of the Board shall be reimbursed to them by the Company.~~

- Communications Facilities, hybrid meeting and Virtual Meetings**
- 72A. The Directors may make Communication Facilities available for a specific general meeting or all general meetings of the Company so that members and other participants may attend and participate at such general meetings by means of such Communication Facilities. Without limiting the generality of the foregoing, the Directors may determine that any general meeting may be held as a hybrid meeting or a Virtual Meeting. The Persons' participation in such a meeting shall constitute presence at such meetings and such Persons shall be counted in the quorum of the meeting and be entitled to vote at the meeting in question; and that meeting shall be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate Communication Facilities are available throughout the meeting to ensure that members are able to participate in the business for which the meeting has been convened.
- 72B. Where members participating in a meeting by means of Communication Facilities, a failure (for any reason) of the Communication Facilities or communication equipment, the inability of one or more members, authorised representatives or proxies to access, or continue to access, the Communication Facilities despite adequate Communication Facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum Present throughout the meeting.
- 72C. If it appears to the Chairman that:
- (i) Communication Facilities being made available by the Company become inadequate;
  - (ii) it is not possible to ascertain the view of those Present or to give all Persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
  - (iii) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

then, without prejudice to any other power which the Chairman may have under these Articles or at common law, the Chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is Present, interrupt or adjourn the meeting (including adjournment for an indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

- 72D. The Board and, at any general meeting, the Chairman of the meeting may make any arrangement and impose any requirement or restriction which the Board or the Chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Shareholders shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a Person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.
- 72E. All Persons seeking to attend and participate in a meeting by means of Communication Facilities shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 72C, any inability of a Person or Persons to attend or participate in a general meeting by way of Communication Facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

**Notice of  
meetings**

73. (a) An annual general meeting ~~and any extraordinary general meeting called for the passing of a special resolution~~ shall be called by not less than 21 days' notice in writing and any ~~other~~ extraordinary general meeting shall be called by not less than 14 days' notice in writing. Subject to the requirements under the Listing Rules, the notice shall be ~~inclusive~~exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the time, place (if applicable), and agenda of the meeting, particulars of the resolutions and the general nature of the business to be considered at the meeting ~~and in the case of special business (as defined in Article 75) the general nature of that business~~. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. The notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 74A) at which Communication Facilities will be utilised (including any Virtual Meeting) must disclose the Communication Facilities that will be utilised, including the procedures to be followed by any member or other participants of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such meeting. Notice of every general meeting shall be given to the Auditors and to all members other than such as, under the provisions hereof or the terms of issue of the shares they hold, are not entitled to receive such notice from the Company.
- (b) Notwithstanding that a meeting of the Company is called by shorter notice than that referred to in paragraph (a) hereof, it shall be deemed to have been duly called if it is so agreed:
- (i) in the case of a meeting called as an annual general meeting, by all the members of the Company entitled to attend and vote thereat or their proxies; and

(ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving that right.

(c) There shall appear with reasonable prominence in every notice of general meetings of the Company a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company.

**Omission to  
give notice/  
instrument  
of proxy**

74. (a) The accidental omission to give any such notice to, or the non-receipt of any such notice by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting.

(b) In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting.

**Postponement  
of General  
Meetings**

74A. (a) If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place or by means of Communication Facilities specified in the notice calling such meeting, they may change or postpone the meeting to another date, time and/or place and/or change the Communication Facilities and/or change the form of the meeting (a physical meeting, a hybrid meeting or a Virtual Meeting) in accordance with Article 74A(c).

(b) The Directors shall also have the power to provide in every notice calling a general meeting that in the event of a Gale Warning or a Black Rainstorm Warning (or the equivalent in the location of the relevant meeting) is in force at any time on the day of the general meeting (unless such warning has been cancelled at least a minimum period of time prior to the general meeting as the Directors may specify in the relevant notice), the meeting shall be postponed without further notice to be reconvened on a later date in accordance with Article 74A(c).

- (c) Where a general meeting is postponed in accordance with Article 74A(a) or Article 74A(b):
- (i) the Company shall endeavour to cause a notice of such postponement, which shall set out the reason for the postponement in accordance with the Listing Rules, to be placed on the Company's Website and published on the Exchange's website as soon as practicable, provided that failure to place or publish such notice shall not affect the automatic postponement of a general meeting pursuant to Article 74A(b);
  - (ii) the Directors shall fix the date, time and place (if applicable) for the reconvened meeting and at least seven clear days' notice shall be given for the reconvened meeting in the manner specified in Article 167, and such notice shall specify the date, time and place (if applicable) at which the postponed meeting will be reconvened, and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and
  - (iii) only the business set out in the notice of the original meeting shall be transacted at the reconvened meeting, and notice given for the reconvened meeting does not need to specify the business to be transacted at the reconvened meeting, nor shall any accompanying documents be required to be recirculated. Where any new business is to be transacted at such reconvened meeting, the Company shall give a fresh notice for such reconvened meeting in accordance with Article 73.

Proceedings at General Meetings**Special  
business**

75. All business shall be deemed special that is transacted at an extraordinary general meeting and also all business shall be deemed special that is transacted at an annual general meeting with the exception of the following, which shall be deemed ordinary business:
- (a) the declaration and sanctioning of dividends;
  - (b) the consideration and adoption of the accounts and balance sheets and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet;
  - (c) the election of Directors in place of those retiring;
  - (d) the appointment of Auditors;
  - (e) the fixing of, or the determining of the method of fixing of, the remuneration of the Directors and of the Auditors;
  - (f) the granting of any mandate or authority to the Directors to offer, allot, grant options over, or otherwise dispose of the unissued shares of the Company representing not more than 20% (or such other percentage as may from time to time be specified in the Listing Rules) in nominal value of its then existing issued share capital and the number of any securities repurchased pursuant to paragraph (g) of this Article; and
  - (g) the granting of any mandate or authority to the Directors to repurchase securities of the Company.

**Quorum**

76. For all purposes the quorum for a general meeting shall be two members present in person ~~(or in the case of a corporation by its duly authorised representative) or by proxy~~ Present, provided always that if the Company has only one member of record the quorum shall be that one member present in person ~~or by proxy~~ Present. No business (except the appointment of a Chairman) shall be transacted at any general meeting unless the requisite quorum shall be ~~p~~ Present at the commencement of the business.

- When if quorum not ~~p~~Present meeting to be dissolved and when to be adjourned**
77. If within 15 minutes from the time appointed for the meeting a quorum is not ~~p~~Present, the meeting, if convened upon the requisition of members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and place (if applicable) as shall be decided by the Board, and if at such adjourned meeting a quorum is not ~~p~~Present within 15 minutes from the time appointed for holding the meeting, the member or members ~~present in person (or in the case of a corporation, by its duly authorised representative) or by proxy~~ Present shall be a quorum and may transact the business for which the meeting was called.
- Chairman of general meeting**
78. The Chairman of the Board of Directors shall take the chair at every general meeting, or, if there be no such Chairman or, if at any general meeting such Chairman shall not be ~~p~~Present within 15 minutes after the time appointed for holding such meeting or is unwilling to act, the Directors ~~p~~Present shall choose another Director as Chairman, and if no Director be ~~p~~Present, or if all the Directors ~~p~~Present decline to take the chair, or if the Chairman chosen shall retire from the chair, then the members ~~present (whether in person or represented by proxy or duly authorised representative)~~ Present shall choose one of their own number to be Chairman.
- 78A. The Chairman of any general meeting shall be entitled to attend and participate at such general meeting by means of Communication Facilities, and to act as the Chairman, in which event:
- (a) the Chairman shall be deemed to be Present at the meeting; and
- (b) if the Communication Facilities are interrupted or fail for any reason to enable the Chairman to participate at the meeting, then the other Directors Present at the meeting shall choose another Director Present to act as Chairman of the meeting for the remainder of the meeting; provided that (i) if no other Director is Present at the meeting, or (ii) if all Directors Present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week and at such time and place (if applicable) as shall be decided by the Board.



- Power to adjourn general meeting/business of adjourned meeting**
79. The Chairman may, with the consent of any general meeting at which a quorum is ~~p~~Present, and shall, if so directed by the meeting, adjourn any meeting from time to time ~~and~~, from place to place (if applicable) and/or from one form to another (a physical meeting, a hybrid meeting or a Virtual Meeting) as the meeting shall determine. Whenever a meeting is adjourned for 14 days or more, at least seven clear days' notice, specifying the place (if applicable), the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
- Voting by poll**
80. At any general meeting a resolution put to the vote of the meeting shall be decided on a poll save that the Chairman may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands.
- Poll**
81. A poll shall (subject as provided in Article 82(b)) be taken in such manner (including the use of ballot or voting papers or tickets or Communication Facilities) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was taken as the Chairman directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.
- In what case poll taken without adjournment**
82. (a) Any poll on the election of a Chairman of a meeting or question of adjournment shall be decided at the meeting and without adjournment.
- (b) Where a resolution is voted on by a show of hands as permitted under the Listing Rules, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- Chairman to have casting vote**
83. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is required or demanded, shall be entitled to a second or casting vote.
- Written resolutions**
84. A resolution in writing (in one or more counterparts), including a special resolution, signed by all members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly appointed representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign.

#### Votes of Members

- Votes of members**
85. (a) All members Present have the right to (a) speak at a general meeting; and (b) vote at a general meeting except where a member is required, by the Listing Rules, to abstain from voting to approve the matter under consideration. Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting ~~where on a show of hands is (where allowed)~~, every member ~~present in person (or, in the case of a member being a corporation, by its duly authorised representative)~~ Present at such meeting shall have one vote, and on a poll every member ~~present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy~~ Present shall have one vote for each share registered in his name in the register. On a poll a member entitled to more than one vote is under no obligation to cast all his votes in the same way. For the avoidance of doubt, where more than one proxy is appointed by a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands and is under no obligation to cast all his votes in the same way on a poll.
- (b) Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.

- Votes in respect of deceased and bankrupt members**
86. Any person entitled under Article 46 to be registered as a shareholder may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least 48 hours before the time of the holding of the meeting, the postponed meeting or adjourned meeting (as the case may be) at which he proposed to vote, he shall satisfy the Board of his right to be registered as the holder of such shares or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
- Votes of joint holders**
87. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; but if more than one of such joint holders be ~~p~~Present at any meeting ~~personally or by proxy~~, that one of the said persons so ~~p~~Present being the most or, as the case may be, the more senior shall alone be entitled to vote in respect of the relevant joint holding and, for this purpose, seniority shall be determined by reference to the order in which the names of the joint holders stand on the register in respect of the relevant joint holding. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
- Votes of member of unsound mind**
88. A member in respect of whom an order has been made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote by any person authorised in such circumstances to do so, and such person may vote by proxy.
- Qualification for voting**
89. (a) Save as expressly provided in these Articles or as otherwise determined by the Board, no person other than a member duly registered and who shall have paid everything for the time being due from him payable to the Company in respect of his shares shall be entitled to be ~~p~~Present or to vote (save as proxy for another member), or to be reckoned in a quorum, either personally or by proxy at any general meeting.

- Objections to voting**
- (b) No objection shall be raised as to the qualification of any person exercising or purporting to exercise any vote or to the admissibility of any vote except at the meeting, the postponed meeting or adjourned meeting at which the person exercising or purporting to exercise his vote or the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. In the case of any dispute as to the admission or rejection of any vote, the Chairman of the meeting shall determine the same and such determination shall be final and conclusive.
- Proxies**
90. Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (who must be an individual) as his proxy to attend and vote instead of him and a proxy so appointed shall have the same right as the member to speak at the meeting. Votes may be given either personally or by proxy. A proxy need not be a member of the Company. A member (whether or not a ~~recognized~~recognised clearing house) may appoint any number of proxies to attend in his stead at any one general meeting (or at any one class meeting).
- Instrument appointing proxy to be in writing**
91. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney authorised in writing, or if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person duly authorised to sign the same.
- Delivery of authority for appointment of proxy or copy resolution appointing representative**
92. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be delivered at the registered office of the Company (or at such other place as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any document sent therewith) ~~the instrument of proxy issued by the Company~~ not less than forty-eight hours before the time appointed for holding the meeting, postponed meeting or adjourned meeting at which the person named in the instrument or, resolution, as the case may be proposes to vote and in default the instrument of proxy or, resolution, as the case may be shall not be treated as valid. No instrument or power of attorney appointing an authorised representative shall be valid after the expiration of twelve months from the date named in it as the date of its execution. Delivery of any instrument appointing a proxy shall not preclude a member from attending and voting, and in such event, the instrument appointing a proxy shall be deemed to be revoked.

- Form of proxy** 93. Every instrument of proxy, whether for a specified meeting or otherwise, shall be in common form or such other form that complies with the Listing Rules as the Board may from time to time approve, provided that it shall enable a member, according to his intention, to instruct his proxy to vote in favour of or against (or in default of instructions or in the event of conflicting instructions, to exercise his discretion in respect of) each resolution to be proposed at the meeting to which the form of proxy relates.
- Authority under instrument appointing proxy** 94. The instrument appointing a proxy to vote at a general meeting shall: (a) be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit; and (b) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates, provided that the meeting was originally held within twelve months from such date.
- When vote by proxy/ representative valid though authority revoked** 95. A vote given in accordance with the terms of an instrument of proxy or resolution of a member shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy or resolution of a member was executed or revocation of the relevant resolution or the transfer of the share in respect of which the proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its registered office, or at such other place as is referred to in Article 92, at least two hours before the commencement of the meeting, postponed meeting or adjourned meeting at which the proxy is used.
- Corporations/ clearing houses acting by representatives at meetings** 96. (a) Any corporation which is a member of the Company may, by resolution of its directors or other governing body or by power of attorney, authorise such pPerson as it thinks fit to act as its representative at any meeting of the Company or of members of any class of shares of the Company and the pPerson so authorised 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 of the Company and where a corporation is so represented, it shall be treated as being pPresent at any meeting ~~in person~~.

- (b) If a recognised clearing house (or its nominee(s)) is a member of the Company, it may authorise such person or persons as it thinks fit to act as its representative(s) or proxy(ies) at any general meeting of the Company or at any general meeting of any class of members of the Company provided that, if more than one person is so authorised, the authorisation or proxy form shall specify the number and class of shares in respect of which each such person is so authorised. A person so authorised pursuant to this provision shall be deemed to have been duly authorised without the need for producing any documents of title, notarised authorisation and/or further evidence for substantiating the facts that it is duly authorised and will be entitled to exercise the same power on behalf of the recognised clearing house (or its nominee(s)) which he represents as that recognised clearing house (or its nominee(s)) could exercise if it were an individual member holding such number and class of shares specified in such authorisation including, the right to speak, and where a show of hands is allowed, the right to vote individually on a show of hands, notwithstanding any contrary provision contained in these Articles or proxy form.

#### Registered Office

- Registered office** 97. The registered office of the Company shall be at such place in the Cayman Islands as the Board shall from time to time appoint.

#### Board of Directors

- Constitution** 98. So long as shares of the Company are listed on the Exchange, the Board shall include such number of Independent Non-Executive Directors as the relevant code, rules or regulations applicable to the listing of any shares on the Exchange require. The first Directors shall be determined in writing by, or appointed by a resolution of, the subscriber(s) to the Memorandum. The number of Directors shall not be less than two.

**Board may fill  
vacancies/  
appoint  
additional  
Directors**

99. The Board shall have power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board. Any Director so appointed by the Board<sub>2</sub> ~~whether to fill a casual vacancy shall hold office until the first general meeting after his appointment and be subject to re-election at such meeting and any Director appointed by the Board~~ or as an addition to the existing Board<sub>2</sub> shall hold office only until the ~~next following first~~ annual general meeting of the Company after his or her appointment and shall then be eligible for re-election, provided that any Director who so retires shall not be taken into account in determining the number of Directors who are to retire at such meeting by rotation pursuant to Article 116.

**Alternate  
Directors**

100. (a) A Director may at any time by notice in writing delivered to the registered office of the Company, the principal place of business of the Company or at a meeting of the Board, appoint any person (including another Director) to be his alternate Director in his place during his absence and may in like manner at any time determine such appointment. Such appointment, unless previously approved by the Board, shall have effect only upon and subject to being so approved, provided that the Board may not withhold approval of any such appointment where the proposed appointee is a Director.
- (b) The appointment of an alternate Director shall determine on the happening of any event which, were he a Director, would cause him to vacate such office or if his appointor ceases to be a Director.

- (c) An alternate Director shall (except when absent from Hong Kong), be entitled to receive and waive (in lieu of his appointor) notices of meetings of the Directors and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative and he need not use all his votes or cast all the votes he uses in the same way. If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act (as to which a certificate by the alternate shall in the absence of actual notice to the contrary to other Directors be conclusive), his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Board may from time to time determine in relation to any committee of the Board, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member. An alternate Director shall not, save as aforesaid, have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- (d) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.



- (e) In addition to the foregoing provisions of this Article, a Director may be represented at any meeting of the Board (or of any committee of the Board) by a proxy appointed by him, in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director. A proxy need not himself be a Director and the provisions of Article 90 to 95 shall apply (*mutatis mutandis*) to the appointment of proxies by Directors, save that an instrument appointing a proxy shall not become invalid after the expiration of twelve months from its date of execution but shall remain valid for such period as the instrument shall provide, or if no provision is made in the instrument, until revoked in writing and save also that a Director may only appoint one proxy to attend in his stead at such meetings of the Board.

**Qualification of  
Directors**

101. A Director need not hold any qualification shares. No Director shall be required to vacate office or be ineligible for re-election or re-appointment as a Director and no person shall be ineligible for appointment as a Director by reason only of his having attained any particular age.

**Directors'  
remuneration**

102. (a) The Directors shall be entitled to receive by way of remuneration for their services such sum as shall from time to time be determined by the Company in general meeting or by the Board, as the case may be, such sum (unless otherwise directed by the resolution by which it is determined) to be divided amongst the Directors in such proportions and in such manner as they may agree, or failing agreement, equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall only rank in such division in proportion to the time during such period for which he has held office. Such remuneration shall be in addition to any other remuneration to which a Director who holds any salaried employment or office in the Company may be entitled by reason of such employment or office.
- (b) Payment to any Director or past Director of any sum by way of compensation for loss of office or as consideration for or in connection with his retirement from office (not being a payment to which the Director is contractually entitled) must first be approved by the Company in general meeting.

- Directors' expenses**
103. The Directors shall be entitled to be paid all expenses, including travel expenses, reasonably incurred by them in or in connection with the performance of their duties as Directors including their expenses of travelling to and from Board meetings, committee meetings or general meetings or otherwise incurred whilst engaged on the business of the Company or in the discharge of their duties as Directors.
- Special remuneration**
104. The Board may grant special remuneration to any Director, who shall perform any special or extra services 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 as a Director, and may be made payable by way of salary, commission or participation in profits or otherwise as may be agreed.
- Remuneration of Managing Directors, etc.**
105. The remuneration of an Executive Director (as appointed according to Article 108) or a Director appointed to any other office in the management of the Company shall from time to time be fixed by the Board and may be by way of salary, commission, or participation in profits or otherwise or by all or any of those modes and with such other benefits (including share option and/or pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time decide. Such remuneration shall be in addition to such remuneration as the recipient may be entitled to receive as a Director.
- When office of Director to be vacated**
106. The office of a Director shall be vacated;
- (i) if he resigns his office by notice in writing to the Company at its registered office or its principal place of business;
  - (ii) if an order is made by any competent court or official on the grounds that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs and the Board resolves that his office be vacated;
  - (iii) if, without leave, he is absent from meetings of the Board (unless an alternate Director appointed by him attends in his place) for a continuous period of 12 months, and the Board resolves that his office be vacated;

- (iv) if he becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors generally;
- (v) if he ceases to be or is prohibited from being a Director by law or by virtue of any provisions in these Articles;
- (vi) if he shall be removed from office by notice in writing served upon him signed by not less than three-fourths in number (or, if that is not a round number, the nearest lower round number) of the Directors (including himself) then in office; or
- (vii) if he shall be removed from office by an ordinary resolution of the members of the Company under Article 122(a).

**Directors may  
contract with  
Company**

107. (a) (i) No Director or proposed Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any person, company or partnership of or in which any Director shall be a member or otherwise interested be capable on that account of being avoided, nor shall any Director so contracting or being any member or so interested be liable to account to the Company for any profit so realised by any such contract or arrangement by reason only of such Director holding that office or the fiduciary relationship thereby established, provided that such Director shall, if his interest in such contract or arrangement is material, declare the nature of his interest at the earliest meeting of the Board at which it is practicable for him to do so, either specifically or by way of a general notice stating that, by reason of the facts specified in the notice, he is to be regarded as interested in any contracts of a specified description which may subsequently be made by the Company.

- (ii) Any Director may continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company in which the Company may be interested and (unless otherwise agreed between the Company and the Director) no such Director shall be liable to account to the Company or the members for any remuneration or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any such other company. The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be, or is about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in the manner aforesaid.
- (b) A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profit or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

**Director may  
not vote  
where he has  
a material  
interest**

- (c) A Director shall not ~~be entitled to vote on~~ (nor shall be counted in the quorum in relation to) any resolution of the Board ~~in respect of~~ to approve or authorise any contract or arrangement or any other proposal whatsoever in which he or any of his Close Associates has any material interest, and if he shall do so his vote shall not be counted (nor is he to be counted in the quorum for the resolution), but this prohibition shall not apply to any of the following matters, namely:

**Director may  
vote in  
respect of  
certain  
matters**

- (i) the giving of any security or indemnity either:
- (aa) to the Director or any of his Close Associates in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or
  - (bb) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or any of his Close Associates has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
- (ii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or any of his Close Associates is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;

- (iii) any proposal or arrangement concerning the benefit of employees of the Company or any of its subsidiaries including:-
  - (aa) the adoption, modification or operation of any employees' share scheme or any share incentive scheme or share option scheme under which the Director or any of his Close Associates may benefit;
  - (bb) the adoption, modification or operation of a pension or provident fund or retirement, death or disability benefits scheme which relates ~~both to~~ to the Directors, ~~their~~ his Close Associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or ~~any of his~~ Close Associates as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and
- (iv) any contract or arrangement in which the Director or ~~any of his~~ Close Associates is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.

**Director may  
vote on proposals  
not concerning  
own appointment**

- (d) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of or terminating the appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not prohibited from voting under paragraph (c)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

**Who to decide  
whether a  
Director may  
vote**

- (e) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director's interest or the significance of a contract arrangement or transaction, as proposed contract, arrangement or transaction to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman of the meeting (or, where the question relates to the interest of the Chairman, to the other Directors at the meetings and his ruling (or, as appropriate, the ruling of the other Directors) in relation to any other Director (or as appropriate, the Chairman) shall be final and conclusive except in a case where the nature or extent of the interest of the Director or any of concerned (or, as appropriate, the Chairman) as known to such Director (or, as appropriate, the Chairman) has not been fairly disclosed to the Board.

**Managing Directors****Power to  
appoint  
Managing  
Directors,  
etc.**

108. The Board may from time to time appoint any one or more of its body to the office of Managing Director, Joint Managing Director, Deputy Managing Director, or other Executive Director and/or such other employment or executive office in the management of the business of the Company as it may decide for such period and upon such terms as it thinks fit and upon such terms as to remuneration as it may decide in accordance with Article 105.

**Removal of  
Managing  
Director, etc.**

109. Every Director appointed to an office under Article 108 hereof shall, without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company, be liable to be dismissed or removed therefrom by the Board.

**Cessation of  
appointment**

110. A Director appointed to an office under Article 108 shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall, without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director for any breach of any contract of service between him and the Company, *ipso facto* and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.

- Powers may be Delegated**
111. The Board may from time to time entrust to and confer upon a Managing Director, Joint Managing Director, Deputy Managing Director or Executive Director all or any of the powers of the Board that it may think fit. But the exercise of all powers by such Director shall be subject to such regulations and restrictions as the Board may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied but no person dealing in good faith and without notice of such withdrawal, revocation or variation shall be affected thereby.

Management

- General powers of Company vested in Board**
112. (a) Subject to any exercise by the Board of the powers conferred by Articles 113 to 115, the management of the business of the Company shall be vested in the Board which, in addition to the powers and authorities by these Articles expressly conferred upon it, may exercise all such powers and do all such acts and things as may be exercised or done or approved by the Company and are not hereby or by the ~~Law Act~~ expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the ~~Law Act~~ and of these Articles and to any regulation from time to time made by the Company in general meeting not being inconsistent with such provisions or these Articles, provided that no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- (b) Without prejudice to the general powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:
- (i) to give to any person the right or option of requiring at a future date that an allotment shall be a made to him of any share at par or at such premium as may be agreed; and
  - (ii) to give to any Directors, officers or employees of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration.



- (c) ~~Except as would~~For so long as the shares of the Company are listed on the Exchange, the Company shall not make any loan, directly or indirectly, to a Director or his Close Associate(s) if and to the extent it would be prohibited by the Companies Ordinance as if the Company were a company incorporated in Hong Kong, ~~be permitted by Section 157H of the Companies Ordinance as in force at the date of adoption of these Articles, and except as permitted under the Companies Law, the Company shall not directly or indirectly:~~
- (i) ~~make a loan to a Director or his Associates or a director of any holding company of the Company;~~
  - (ii) ~~enter into any guarantee or provide any security in connection with a loan made by any person to a Director or such a director; or~~
  - (iii) ~~if any one or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.~~

### Managers

#### **Appointment and remuneration of managers**

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

#### **Tenure of office and powers**

114. The appointment of such general manager, manager or managers may be for such period as the Board may decide and the Board may confer upon him or them all or any of the powers of the Board as it may think fit.

- Terms and conditions of appointment**
115. The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as the Board may in its absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.
- Rotation of Directors**
- Rotation and retirement of Directors**
116. At each annual general meeting, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to, but not less than, one-third, shall retire from office by rotation, provided that every Director, including those appointed for a specific term, should be subject to retirement by rotation at least once every three years. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree between themselves) be determined by lot. Any Director whose office shall expire at any such annual general meeting because he has been appointed pursuant to Article 99 ~~or 119~~ shall not be taken into account in determining the number of Directors, or which Directors-, are to retire by rotation. A retiring Director shall retain office until the close of the meeting at which he retires, and shall be eligible for re-election thereat.
- Meeting to fill up vacancies**
117. The Company at any general meeting at which any Directors retire in manner aforesaid may fill the vacated office by electing a like number of persons to be Directors.

- Retiring Directors to remain in office till successors appointed**
118. If at any general meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled the retiring Directors or such of them as have not had their places filled shall be deemed to have been re-elected and shall, if willing, continue in office until the next annual general meeting and so on from year to year until their places are filled, unless:
- (i) it shall be determined at such meeting to reduce the number of Directors; or
  - (ii) it is expressly resolved at such meeting not to fill up such vacated offices; or
  - (iii) a resolution for the re-election of such Directors is put to the meeting and lost.
- Power of general meeting to increase or reduce the number of Directors**
119. The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall not be less than two. Subject to the provisions of these Articles and the LawAct, the Company may by ordinary resolution elect any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.
- Notice to be given when person proposed for election**
120. No person, shall, unless recommended by the Board be eligible for election to the office of Director at any general meeting, unless during the period which shall be at least seven days commencing no earlier than the day after the dispatch of the notice of the meeting appointed for the meeting, there has been given to the Secretary notice in writing by a member (not being the person proposed) entitled to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election and also a notice in writing signed by the person to be proposed of his willingness to be elected.
- Register of Directors and notification of changes to Registrar**
121. The Company shall keep at its registered office a register of directors and officers containing their names and addresses and occupations and any other particulars required by the LawAct and shall send to the Registrar of Companies of the Cayman Islands a copy of such register and shall from time to time notify to the Registrar of Companies of the Cayman Islands any change that takes place in relation to such Directors as required by the LawAct.

**Power to  
remove  
Director by  
ordinary  
resolution**

122. (a) ~~The Company may~~members may at any general meeting convened and held in accordance with these Articles, by ordinary resolution at any time remove any Director (including a Managing Director or other executive Director) before the expiration of his ~~period~~term of office notwithstanding anything in these Articles or in any agreement between the Company and such Director and may by ordinary resolution elect another person in his stead. Any person so elected shall hold office during such time only as the Director in whose place he is elected would have held the same if he had not been removed.
- (b) Nothing in this Article should be taken as depriving a Director removed under any provisions of this Article of compensation or damages payable to him in respect of the termination of his appointment as Director or of any other appointment or office as a result of the termination of his appointment as Director or as derogatory from any power to remove a Director which may exist apart from the provision of this Article.

**Proceedings of Directors****Meetings of  
Directors/  
Quorum etc.**

123. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in any part of the world and may determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall be a quorum. For the purposes of this Article an alternate Director shall be counted in a quorum in place of the Director who appointed him and an alternate Director who is an alternate for more than one Director shall for quorum purposes be counted separately in respect of himself (if he is a Director) and in respect of each Director for whom he is an alternate (but so that nothing in this provision shall be construed as authorising a meeting to be constituted when only one person is physically present). A meeting of the Board or any committee of the Board may be held by means of a telephone or tele-conferencing or any other telecommunications facility provided that all participants are thereby able to communicate contemporaneously by voice with all other participants and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

- Convening of board meeting** 124. A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board. Notice thereof shall be given to each Director either in writing or by telephone or by facsimile, telex or telegram or electronic mail at the address or telephone, facsimile or telex number or email address from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine provided that notice need not be given to any Director or alternate Director for the time being absent from Hong Kong.
- How questions to be decided** 125. Subject to Article 107, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.
- Chairman** 126. The Board may elect a Chairman of its meetings and determine the period (not being a period extending beyond the date of the annual general meeting at which such Chairman is due to retire by rotation under Article 116) for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- Power of meeting** 127. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board generally.
- Power to appoint committee and to delegate** 128. The Board may delegate any of its powers to committees consisting of such member or members of the Board (including alternate Directors in the absence of their appointers) as the Board thinks fit, and it may from time to time revoke such delegation or revoke the appointment of and discharge any committees either wholly or in part, and either as to persons or purposes, but every committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board.
- Acts of committee to be of same effect as act of Directors** 129. All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.

- Proceedings of committee** 130. (a) The meetings and proceedings of any such committee consisting of two or more members of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not replaced by any regulations imposed by the Board pursuant to Article 128.
- Minutes of proceedings of meetings and Directors** (b) The Board shall cause minutes to be made of:-
- (i) all appointments of officers made by the Board;
  - (ii) the names of the Directors present at each meeting of the Board and of committees appointed pursuant to Article 128;
  - (iii) all declarations made or notices given by any Director of his interest in any contract or proposed contract or of his holding of any office or property whereby any conflict of duty or interest may arise; and
  - (iv) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.
- Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the chairman of the meeting or by the chairman of the succeeding meeting.
- When acts of Directors or committee to be valid notwithstanding defects** 131. All acts *bona fide* done by any meeting of the Board or by a committee of Directors or by any person acting as Director shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of such committee as the case may be.
- Directors' powers when vacancies exist** 132. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.

**Directors’  
resolutions**

133. Unless required otherwise by the Listing Rules, a resolution in writing signed by ~~each and every one~~ a majority of the Directors (or their respective alternates pursuant to Article 100(c) ~~or member of any committee of Directors formed pursuant to Article 128~~) shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. Notwithstanding the foregoing, a resolution which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules from time to time), or a Director, has an interest conflicting with that of the Company which the Board determines, prior to the passing of such resolution, to be material, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with these Articles. A resolution in writing proposed to be passed in accordance with this Article 133 shall be circulated to all the Directors simultaneously (or as close thereto as is reasonably practicable). If any resolution in writing passed in accordance with this Article 133 is signed by less than all the Directors, a copy of such resolution in writing, bearing the signatures of those Directors who have signed it, shall be provided to all the Directors as soon as reasonably practicable after the passing of such resolution. For the avoidance of doubt, any failure to circulate any resolution simultaneously or to provide a copy of any signed resolution to any Director as specified in the previous two sentences shall not of itself invalidate any such resolution.

**Secretary****Appointment of  
Secretary**

134. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board. Anything by the ~~Law Act~~ or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any other reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary appointed by the Board, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specifically in that behalf by the Board.

- Same person not to act in two capacities at once**
135. A provision of the Law Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

**General Management and Use of the Seal**

- Custody and use of seal**
136. The Board shall provide for the safe custody of the common seal and the securities seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which such seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose. The securities seal which shall be a facsimile of the common seal with the word “Securities” engraved thereon shall be used exclusively for sealing securities issued by the Company and for sealing documents creating or evidencing securities so issued. The Board may either generally or in any particular case resolve that the securities seal or any signatures or any of them may be affixed to certificates for shares, warrants, debentures or any other form of security by facsimile or other mechanical means to be specified in such authority that any such certificates sealed with the securities seal need not be signed by any person. Every instrument to which the seal is affixed as aforesaid shall, as regards all persons dealing in good faith with the Company, be deemed to have been affixed to that instrument with the authority of the Directors previously given.
- Duplicate seal**
137. The Company may have a duplicate seal for use outside of the Cayman Islands as and where the Board shall determine, and the Company may by writing under the seal appoint any agents or agent, committees or committee abroad to be the agents of the Company for the purpose of affixing and using such duplicate seal and they may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the seal, the reference shall, when and so far as may be applicable, be deemed to include any such duplicate seal as aforesaid.



- Cheques and banking arrangements**
138. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for ~~monies~~monies paid to the Company shall be signed, drawn, accepted, indorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.
- Power to appoint attorney**
139. (a) The Board may from time to time and at any time, by power of attorney under the seal, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- Execution of deeds by attorney**
- (b) The Company may, by writing under its seal, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf in any part of the world and to enter into contracts and sign the same on its behalf and every deed signed by such attorney on behalf of the Company and under his seal shall bind the Company and have the same effect as if it were under the seal of the Company.

- Regional or local boards**
140. The Board may establish any committees, regional or local boards or agencies for managing any of the affairs of the Company, either in the Cayman Islands, Hong Kong, the People's Republic of China or elsewhere, and may appoint any persons to be members of such committees, regional or local boards or agencies and may fix their remuneration, and may delegate to any committee, regional or local board or agent any of the powers, authorities and discretions vested in the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- Power to establish pension funds and employee share option schemes**
141. The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or provident or superannuation funds or (with the sanction of an ordinary resolution) employee or executive share option schemes for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company, and the wives, widows, families and dependents of any such persons. The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

Capitalisation of Reserves**Power to  
capitalise**

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

**Effect of  
resolution to  
capitalise**

143. (a) Wherever such a resolution as referred to in Article 142 shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid up shares, debentures or other securities, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board:

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

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

#### Dividends and Reserves

**Power to  
declare  
dividends**

144. (a) Subject to the Law Act and these Articles, the Company in general meeting may declare dividends in any currency but no dividends shall exceed the amount recommended by the Board.
- (b) The dividends, interest and bonuses and any other benefits and advantages in the nature of income receivable in respect of the Company's investments, and any commissions, trusteeship, agency, transfer and other fees and current receipts of the Company shall, subject to the payment thereof of the expenses of management, interest upon borrowed money and other expenses which in the opinion of the Board are of a revenue nature, constitute the profits of the Company available for distribution.

**Board's power  
to pay interim  
dividends**

145. (a) The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company and, in particular (but without prejudice to the generality of the foregoing), if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts *bona fide*, the Board shall not incur any responsibility to the holders of shares conferring any preferential rights.

- (b) The Board may also pay half-yearly or at other intervals to be selected by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits available for distribution justify the payment.
- Powers of Directors to declare and pay special dividends**
- (c) The Board may in addition from time to time declare and pay special dividends on shares of any class of such amounts and on such dates as they think fit, and the provisions of paragraph (a) as regards the powers and the exemption from liability of the Board as relate to declaration and payment of interim dividends shall apply, *mutatis mutandis*, to the declaration and payment of any such special dividends.
- Dividends not to be paid out of capital**
146. No dividend shall be declared or payable except out of the profits or reserves of the Company lawfully available for distribution including share premium. No dividend shall carry interest against the Company.
- Scrip dividends**
147. (a) Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on the share capital of the Company, the Board may further resolve:
- either
- (i) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:
- (aa) the basis of any such allotment shall be determined by the Board;
- (bb) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- As to cash election**

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

or

**As to scrip election**

- (ii) that shareholders entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:
  - (aa) the basis of any such allotment shall be determined by the Board;

- (bb) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- (cc) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded;
- (dd) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu thereof shares shall be allotted credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company's reserve accounts (including any special account, share premium account and capital redemption reserve (if there be any such reserve)) or profit and loss account or amounts otherwise available for distribution as the Board may determine, a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.



- (b) The shares allotted pursuant to the provisions of paragraph (a) of this Article shall be of the same class as the class of, and shall rank *pari passu* in all respects with the shares then held by the respective allottees save only as regards participation:
- (i) in the relevant dividend (or share or cash election in lieu thereof as aforesaid); or
  - (ii) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend, unless contemporaneously with the announcement by the Board of its proposal to apply the provisions of paragraph (i) or (ii) of paragraph (a) in relation to the relevant dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of this paragraph (a) shall rank for participation in such distributions, bonuses or rights.
- (c) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (a) with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Board may authorise any person to enter into on behalf of all members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (d) The Company may upon the recommendation of the Board by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (a) a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.

- (e) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (a) shall not be made available or made to any shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the circulation of an offer of such rights of election or the allotment of shares would or might be unlawful, or where the Board considers the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable to such offer or the acceptance of such offer out of proportion to the benefit of the Company, and in any such case the provisions aforesaid shall be read and construed subject to such determination.

**Share Premium  
and Reserves**

148. (a) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. The Company may apply the share premium account in any manner permitted by the Companies Law Act. The Company shall at all times comply with the provisions of the Companies Law Act in relation to the share premium account.
- (b) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (including shares, warrants and other securities of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute by way of dividend.

- Dividends to be paid in proportion to paid up capital**
149. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid *pro rata* according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purpose of this Article no amount paid up on a share in advance of calls shall be treated as paid up on the share.
- Retention of dividends, etc.**
150. (a) The Board may retain any dividends or other ~~moneys~~monies payable on or in respect of a share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- (b) The Board may retain any dividends or other monies payable upon shares in respect of which any person is, under the provisions as to the transmission of shares hereinbefore contained, entitled to become a member, or in respect of which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
- Deduction of debts**
- (c) The Board may deduct from any dividend or other monies payable to any member all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise.
- Dividend and call together**
151. Any general meeting sanctioning a dividend may make a call on the members of such amount as the meeting resolves, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the member, be set off against the call.

- Dividend in specie**
152. The Board, with the sanction of the members in general meeting, may direct that any dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue fractional certificates, disregard fractional entitlements, round the same up or down or provide that the same shall accrue to the benefit of the Company, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend and such appointment shall be effective. Where required, a contract shall be filed in accordance with the provisions of the ~~Law Act~~ and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend and such appointment shall be effective.
- Effect of transfer**
153. (a) A transfer of shares shall not pass therewith the right to any dividend or bonus declared thereon before the registration of the transfer.
- (b) Any resolution declaring or resolving upon the payment of a dividend or other distribution on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or made to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend or other distribution shall be payable or made to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares.
- Receipt for dividends by joint holders of share**
154. If two or more persons are registered as joint holders of any shares, any one of such persons may give effectual receipts for any dividends, interim and special dividends or bonuses and other ~~moneys~~monies payable or rights or property distributable in respect of such shares.

- Payment by post**
155. (a) Unless otherwise directed by the Board any dividend, interest or other sum payable in cash to a holder of shares may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or, in case of joint holders, to the registered address of the person whose name stands first in the register in respect of the joint holding or to such person and to such address as the holder or joint holders may in writing direct. Every cheque or warrant so sent shall be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the register in respect of such shares and shall be sent at his or their risk, and the payment of any such cheque or warrant by the bank on which it is drawn shall operate as a good discharge to the Company in respect of the dividend and/or bonus represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged.
- (b) The Company may cease sending such cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise its power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.
- Unclaimed dividend**
156. All dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the exclusive benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof or be required to account for any money earned thereon. All dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Board and shall revert to the Company and after such forfeiture no member or other person shall have any right to or claim in respect of such dividends or bonuses.
- Untraceable Shareholders**
- Sale of shares of untraceable shareholders**
157. (a) The Company shall be entitled to sell any shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy or operation of law if and provided that:

- (i) all cheques or warrants, not being less than three in number, for any sums payable in cash to the holder of such shares have remained uncashed for a period of 12 years;
- (ii) the Company has not during that time or before the expiry of the three-month period referred to in paragraph (iv) below received any indication of the whereabouts or existence of the member or person entitled to such shares by death, bankruptcy or operation of law;
- (iii) during the 12-year period, at least three dividends in respect of the shares in question have become payable and no dividend during that period has been claimed by the member; and
- (iv) upon expiry of the 12-year period, the Company has caused an advertisement to be published in the newspapers, or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as herein provided, giving notice of its intention to sell such shares, and a period of three months has elapsed since such advertisement and the Exchange has been notified of such intention.

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

- (b) To give effect to any sale contemplated by paragraph (a) the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such other documents as are necessary to effect the transfer, and such documents shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares or other securities in or of the Company or its holding company if any) or as the Board may from time to time think fit.

#### Document Destruction

**Destruction of  
registered  
documents,  
etc.**

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

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice of the Company 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 which would not attach to the Company in the absence of this Article; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of any documents referred to in this Article or any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document might be relevant to a claim.

#### Annual Returns and Filings

- Annual returns and filings**      159. The Board shall make the requisite annual returns and any other requisite filings in accordance with the LawAct.

#### Accounts

- Accounts to be kept**      160. The Board shall cause to be kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to show and explain its transactions and otherwise in accordance with the LawAct.

- Where accounts are to be kept**      161. The books of account shall be kept at the Company's principal place of business in Hong Kong or, subject to the provisions of the LawAct, at such other place or places as the Board thinks fit and shall always be open to the inspection of the Directors.



- Inspection by members**
162. The Board shall from time to time determine whether, to what extent, at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the members (other than officers of the Company) and no member shall have any right of inspecting any accounts or books or documents of the Company except as conferred by the ~~Law Act~~ or any other relevant law or regulation or as authorised by the Board or by the Company in general meeting.
- Annual profit and loss account and balance sheet**
163. (a) The Board shall, commencing with the first annual general meeting cause to be prepared and to be laid before the members of the Company at every annual general meeting a profit and loss account for the period, in the case of the first account, since the incorporation of the Company and, in any other case, since the preceding account, together with a balance sheet as at the date to which the profit and loss account is made up and a Directors' report with respect to the profit or loss of the Company for the period covered by the profit and loss account and the state of the Company's affairs as at the end of such period, an Auditors' report on such accounts prepared pursuant to Article 164 and such other reports and accounts as may be required by law.
- Annual report of Directors and balance sheet to be sent to members etc.**
- (b) Printed copies of those documents to be laid before the members of the Company at an annual general meeting shall not less than 21 days before the date of the meeting be sent in the manner in which notices may be served by the Company as provided herein to every member of the Company and every holder of debentures of the Company, provided that the Company shall not be required to send printed copies of those documents to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

- (c) To the extent permitted by and subject to due compliance with these Articles, the ~~Law Act~~ and all applicable rules and regulations, including, without limitation, the rules of the Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of sub-paragraph (b) shall be deemed satisfied in relation to any member or any holder of debentures of the Company by sending to such person instead of such copies, not less than 21 days before the date of the annual general meeting, in any manner not prohibited by these Articles and the ~~Law Act~~, a summary financial statement derived from the Company's annual accounts, together with the Directors' report and the Auditors' report on such accounts, which shall be in the form and containing the information required by these Articles, the ~~Law Act~~ and all applicable laws and regulations, provided that any person who is otherwise entitled to the annual accounts of the Company, together with the Director's report and the Auditor's report thereon may, if he so requires, by notice in writing served on the Company, demand that the Company sends to him, in addition to the summary financial statement, a complete printed copy of the Company's annual accounts, together with the Directors' report and the Auditor's report thereon.

#### Audit

#### **Auditors**

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

**Appointment  
and  
remuneration  
of Auditors**

165. The Company shall at any every annual general meeting or at a subsequent extraordinary general meeting in each year by ordinary resolution appoint an auditor or auditors of the Company who shall hold office until the next annual general meeting. The removal of an Auditor before the expiration of his ~~period~~ term of office shall require the approval of an ordinary resolution of the members in general meeting. The remuneration of the Auditors shall be fixed by the Company by ordinary resolution at the annual general meeting at which they are appointed provided that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Board. No person may be appointed as the, or an, Auditor, unless he is independent of the Company. The Board may before the first annual general meeting appoint an auditor or auditors of the Company who shall hold office until the first annual general meeting unless previously removed by an ordinary resolution of the members in general meeting in which case the members at that meeting may appoint Auditors. The Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Board under this Article may be fixed by the Board. An Auditor appointed under this Article shall hold office until the next following annual general meeting of the Company and shall then be subject to appointment by members at such remuneration to be determined by the members under this Article.

**When accounts  
to be deemed  
settled**

166. Every statement of accounts audited by the Auditors and presented by the Board at an annual general meeting shall after approval at such meeting be conclusive except as regards any error discovered therein within three months of the approval thereof. Whenever any such error is discovered within that period, it shall forthwith be corrected, and the statement of account amended in respect of the error shall be conclusive.

Notices**Service of  
notices**

167. (a) Except as otherwise provided in these Articles, any Corporate Communication may be served by the Company and any notices may be served by the Board on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register or, to the extent permitted by the Listing Rules and all applicable laws and regulations, by electronic means by transmitting it to any electronic number or address or website supplied by the member to the Company or by placing it on the Company's Website provided that the Company has obtained either (a) the member's prior express positive confirmation in writing or (b) the member's deemed consent, in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by such electronic means, or (in the case of notice) by advertisement published in the manner prescribed under the Listing Rules. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.
- (b) Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- (i) every person shown as a member in the register of members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of members;
  - (ii) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member of record where the member of record but for his death or bankruptcy would be entitled to receive notice of the meeting;

- (iii) the Auditors;
- (iv) each Director and alternate Director;
- (v) the Exchange; and
- (vi) such other person to whom such notice is required to be given in accordance with the Listing Rules.

No other person shall be entitled to receive notices of general meetings.

**Members out of  
Hong Kong**

168. A member shall be entitled to have notice served on him at any address within Hong Kong. The Company shall give notice sufficient to enable members, whose registered addresses are in Hong Kong, to exercise their rights or comply with the terms of the notice. Any member who has not given an express positive confirmation in writing to the Company or is not deemed to have given an express confirmation in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address in Hong Kong shall be deemed to have received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed, provided that, without prejudice to the other provisions of these Articles, nothing in this Article 168 shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.

**When notice by  
post deemed  
to be served**

169. Any notice or document sent by post shall be deemed to have been served on the day following that on which it is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left. Any notice served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspaper(s) in which the advertisement is published (or on the last day of issue if the publication and/or newspaper(s) are published on different dates).

Any notice given by electronic means as provided herein shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by the Listing Rules or any applicable laws of regulations.

**Service of  
notice to  
persons  
entitled on  
death, mental  
disorder or  
bankruptcy of  
a member**

170. A notice may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him or them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Hong Kong supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

**Transferee  
bound by  
prior notices**

171. Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered on the register shall have been duly given to the person from whom he derives his title to such share.

**Notice valid though member deceased** 172. Any notice or document delivered or sent to any member in pursuance of these Articles, shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.

**How notice to be signed** 173. The signature to any notice to be given by the Company may be written or printed by means of facsimile or, where relevant, by Electronic Signature.

#### Information

**Member not entitled to information** 174. No member shall be entitled to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board would not be in the interests of the members or the Company to communicate to the public.

**Directors entitled to disclose information** 175. The Board shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its members including, without limitation, information contained in the register of members and transfer books of the Company.

#### Winding Up

**Power to Wind Up the Company** 176. Subject to the Companies Act, the Company may by special resolution resolve that the Company be wound up voluntarily.

<b>Power to distribute assets <i>in specie</i> following liquidation</b>	476 <u>177.</u> If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may, with the authority of a special resolution of the Company and any other sanction required by the <del>Law Act</del> divide among the members <i>in specie</i> or kind the whole or any part of the assets of the Company (whether the assets shall consist of property of one kind or shall consist of properties of different kinds) and may for such purpose set such value as he deems fair upon any property to be divided and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority or sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like authority or sanction and subject to the <del>Law Act</del> , shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no member shall be compelled to accept any assets, shares or other securities in respect of which there is a liability.
<b>Distribution of assets in liquidation</b>	477 <u>178.</u> If the Company shall be wound up, and the assets available for distribution amongst the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution amongst the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.



<b>Service of process</b>	478	
	<u>179.</u>	In the event of a winding-up of the Company in Hong Kong, 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 the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person's full name, address and occupation upon whom all summonses, notices, process, orders and judgments 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, whether appointed by the member or the liquidator, shall be deemed to be 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 as he shall deem appropriate or by a registered letter sent through the post and addressed to such member at his address as appearing in the register, and such notice shall be deemed to be service on the day following that on which the advertisement first appears or the letter is posted.

#### Indemnities

<b>Indemnities of Directors and officers</b>	479	
	<u>180.</u>	(a) Every Director, Auditor or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred or sustained by him as a Director, Auditor or other officer of the Company in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted.  (b) Subject to the Companies Law Act, if any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.

Financial Year

- Financial year** 480  
181. ~~The~~ Unless the Directors otherwise prescribe, the financial year of the Company shall be prescribed by the Board and may, from time to time, be changed by it begin on 1 April and end on 31 March in each year.

Amendment of Memorandum and Articles

- Amendment of Memorandum and Articles** 481  
182. Subject<sup>t</sup> to the ~~Law~~Act, the Company may at any time and from time to time by special resolution alter or amend its Memorandum of Association and Articles of Association in whole or in part.

Transfer by Way of Continuation

- Transfer by Way of Continuation** 482  
183. The Company shall, subject to the provisions of the Companies Law Act and with the approval of a special resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

Mergers and Consolidations

- Mergers and Consolidations** 483  
184. The Company shall, with the approval of a special resolution, have the power to merge or consolidate with one or more constituent companies (as defined in the Companies Law Act), upon such terms as the Directors may determine.