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## THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your shares in Mainland Headwear Holdings Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser(s) or the transferee(s) or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the transferee(s).

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### MAINLAND HEADWEAR HOLDINGS LIMITED

飛達帽業控股有限公司\*

(Incorporated in Bermuda with limited liability)

(Stock code: 1100)

#### RENEWAL OF THE CONTINUING CONNECTED TRANSACTIONS IN RESPECT OF SUPPLY OF PRODUCTS

- (1) EXTENSION OF THE MANUFACTURING  
AGREEMENT FOR THE EXTENDED TERM;
- (2) PROPOSED NEW CAPS FOR THE THREE YEARS  
ENDING 31 DECEMBER 2024;
- (3) PROPOSED AMENDMENTS TO THE BYE-LAWS;  
AND
- (4) NOTICE OF SPECIAL GENERAL MEETING

Independent Financial Adviser to the Independent Board Committee  
and the Independent Shareholders of the Company



Alliance Capital Partners Limited  
同人融資有限公司

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The notice convening the Special General Meeting (“SGM”) of Mainland Headwear Holdings Limited (the “Company”) to be held at Strategic Financial Relations Limited, 24/F, Admiralty Centre 1, 18 Harcourt Road, Hong Kong at 11:00 a.m. on Monday, 31 October 2022 is set out on pages 113 to 115 of this circular.

A form of proxy for the SGM is enclosed with this circular. Whether or not you intend to attend the SGM, please complete the form of proxy and return the same to the office of the Company’s Hong Kong branch share registrar, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for the meeting (or any adjourned meeting). Completion and delivery of the form of proxy will not preclude you from attending and voting at the meeting (or any adjourned meeting) if you so wish.

Such form of proxy is also published on the websites of the Stock Exchange and the Company at [www.hkexnews.hk](http://www.hkexnews.hk) and [www.mainland.com.hk](http://www.mainland.com.hk), respectively. Shareholders of the Company are advised to read the notice and complete and return the form of proxy for use at the SGM in accordance with the instructions printed thereon.

6 October 2022

\* For identification purpose only

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## DEFINITIONS

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

“Alliance Capital”	Alliance Capital Partners Limited, the independent financial adviser appointed to advise the Independent Board Committee and the Independent Shareholders on the fairness and reasonableness of the Extension of Manufacturing Agreement and the proposed New Caps
“Amended and Restated Bye-laws”	the amended and restated Bye-laws incorporating and consolidating all the Proposed Amendments, proposed to be adopted by the Shareholders with effect from the passing of the relevant special resolution at the SGM
“Annual Period(s)”	the annual period(s) during the term of the Manufacturing Agreement (five years ending 31 December 2024)
“associates”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“Bye-laws”	the bye-laws of the Company as amended, modified or supplemented from time to time
“Company”	Mainland Headwear Holdings Limited (飛達帽業控股有限公司*), an exempted company incorporated under the laws of Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1100)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company from time to time
“Extended Term”	the period from 1 January 2023 to 31 December 2024 (both dates inclusive)
“Extension of Manufacturing Agreement”	the extension of the Manufacturing Agreement for the Extended Term in accordance with the terms and conditions stated in the Manufacturing Agreement
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

\* For identification purpose only

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## DEFINITIONS

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“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Board Committee”	an independent board committee of the Board, comprising Mr. Leung Shu Yin, William, Mr. Liu Tieh Ching, Brandon, <i>JP</i> and Mr. Gordon Ng, all being independent non-executive Directors, to advise the Independent Shareholders as to the fairness and reasonableness of the Extension of Manufacturing Agreement and the amounts of the New Caps
“Independent Shareholders”	Shareholders other than NEHK, its ultimate beneficial owners and their respective associates
“Latest Practicable Date”	29 September 2022, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Macau”	Macau Special Administrative Region of the People’s Republic of China
“Madam Ngan”	Ngan Po Ling, Pauline, <i>BBS, JP</i> an executive Director and the spouse of Mr. Ngan
“Manufacturer”	the Company and Wintax
“Manufacturing Agreement”	the agreement dated 14 November 2019 between Wintax and the Company of one part and NEC and NEHK of the other part in relation to the supply of Products
“Minimum Annual Consideration”	the minimum commitment of the Purchasers in respect of the consideration of purchase of Products for the Annual Periods under the Manufacturing Agreement
“Mr. Ngan”	Ngan Hei Keung, the chairman of the Board and an executive Director
“NEC”	New Era Cap, LLC (in substitution for New Era Cap Co., Inc. subsequent to merger by operation of law), a Delaware State corporation
“NEC Group”	NEC and its associates (including without limitation NEHK)

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## DEFINITIONS

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“NEHK”	New Era Cap Hong Kong, LLC, a New York State corporation and an affiliate of NEC
“New Caps”	the Revised Cap and the annual caps of the Transactions to be entered into by the parties for the two financial years ending 31 December 2024, to be approved in the SGM
“Original Cap”	the original approved annual cap of the Transactions for the financial year ending 31 December 2022 and its amount is HK\$706,035,000
“Products”	any headwear, accessories and/or apparel products as set out in the purchase orders to be provided by the Manufacturer to the Purchasers which may use, display or incorporate intellectual property (such as graphic design, trademark etc.) of NEC
“Proposed Amendments”	the proposed amendments to the existing Bye-laws as set out in Appendix I to this circular
“Purchasers”	NEC, affiliates of NEC and purchasers designated by NEC
“Revised Cap”	the proposed revised annual cap of the Transactions for the financial year ending 31 December 2022 and its amount is HK\$895,000,000
“SFO”	Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“SGM”	the special general meeting of the Company which will be held to approve the Extension of Manufacturing Agreement, the proposed New Caps and the Proposed Amendments and adoption of the Amended and Restated Bye-laws
“Shareholder(s)”	holder(s) of the Share(s)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transactions”	the supply of the Products by the Manufacturer to the Purchasers under the Manufacturing Agreement
“substantial shareholder”	has the meaning ascribed to it under the Listing Rules

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## DEFINITIONS

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“US”	the United States of America
“US\$”	United States dollars, the lawful currency of the United States of America
“Wintax”	Wintax Trading Limited, a company incorporated in Macau and a wholly-owned subsidiary of the Company
“%”	per cent

*Unless otherwise stated, the conversion of US dollars into Hong Kong dollars is based on the exchange rate of US\$1 = HK\$7.78 for illustration purpose only.*

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## PRECAUTIONARY MEASURES FOR THE SGM

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In view of the ongoing Novel Coronavirus (COVID-19) pandemic and in line with the Hong Kong Government's directive on social distancing, personal and environmental hygiene, the Company will implement the following precautionary measures at the SGM to ensure the health and safety of the SGM attendees and to prevent the spreading of the COVID-19 pandemic:

- (i) Compulsory body temperature screening will be conducted on SGM attendees at the entrance of the SGM venue. Any person found to be suffering from a fever or otherwise unwell will be denied entry into the SGM venue or be required to leave the SGM venue at the absolute discretion of the Company.
- (ii) All SGM attendees are requested to wear surgical face masks at the SGM venue at all times, and to maintain a safe distance with other attendees.
- (iii) No refreshments and corporate gifts will be provided.
- (iv) Appropriate distancing and spacing at the SGM venue will be maintained to avoid over-crowding.
- (v) The Company will limit the attendance in person at the SGM venue in accordance with the prevailing requirements or guidelines published by the Hong Kong Government and/or regulatory authorities at the time of the SGM. Given the limited capacity of the SGM venue and the requirements for social distancing to ensure attendees' health and safety, only Shareholders and/or their representatives and relevant SGM staff will be admitted to the SGM.
- (vi) Any other additional precautionary measures in accordance with the prevailing requirements or guidelines of the Hong Kong Government and/or regulatory authorities, or as considered appropriate in light of the development of the COVID-19 pandemic.

To the extent permitted under applicable laws, the Company reserves the right to deny entry into the SGM venue or require any person to leave the SGM venue in order to ensure the health and safety of the attendees at the SGM.

Shareholders are requested (a) to consider carefully the risk of attending the SGM, which will be held in an enclosed environment; (b) to follow any prevailing requirements or guidelines of the Hong Kong Government relating to COVID-19 pandemic in deciding whether or not to attend the SGM; and (c) not to attend the SGM if they have contracted or are suspected to have contracted COVID-19 or have been in close contact with anyone who has contracted or is suspected to have contracted COVID-19.

In the interests of all stakeholders' health and safety and in response to the relevant guidelines prescribed by the Hong Kong Government on prevention and control of the COVID-19 pandemic, Shareholders are reminded that physical attendance in person at the SGM is not necessary for the purpose of exercising their voting rights, and are strongly encouraged to appoint the chairman of the SGM as proxy to attend and vote on the relevant resolution at the SGM by completing form of proxy in accordance with the instructions printed thereon instead of attending the SGM or any adjourned meeting in person.

Due to the potential unpredictable development of the COVID-19 pandemic and subject to the requirements or guidelines of the Hong Kong Government and/or regulatory authorities, the Company may be required to change the meeting arrangements for the SGM at short notice. Shareholders are advised to check the websites of the Stock Exchange and the Company at [www.hkexnews.hk](http://www.hkexnews.hk) and [www.mainland.com.hk](http://www.mainland.com.hk), respectively, for further announcement(s) and update(s) on such arrangements and/or further precautionary measures to be taken.

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LETTER FROM THE BOARD

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**MAINLAND HEADWEAR HOLDINGS LIMITED**

**飛達帽業控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 1100)**

*Executive Directors:*

Ngan Hei Keung (*Chairman*)

Ngan Po Ling, Pauline, *BBS, JP*

*(Deputy Chairman and Managing Director)*

James S. Patterson

Ngan Siu Hon, Alexander

Lai Man Sing (*Chief Financial Officer*)

*Independent non-executive Directors:*

Leung Shu Yin, William

Liu Tieh Ching, Brandon, *JP*

Gordon Ng

*Registered office:*

Clarendon House

2 Church Street

Hamilton HM11

Bermuda

*Head office and principal place  
of business in Hong Kong:*

Units 2301-2305, 23rd Floor

FTLife Tower

No. 18 Sheung Yuet Road

Kowloon Bay, Kowloon

Hong Kong

6 October 2022

*To the Shareholders*

Dear Sir or Madam,

**RENEWAL OF THE CONTINUING CONNECTED  
TRANSACTIONS IN RESPECT OF SUPPLY OF PRODUCTS  
(1) EXTENSION OF THE MANUFACTURING  
AGREEMENT FOR THE EXTENDED TERM;  
(2) PROPOSED NEW CAPS FOR THE THREE YEARS  
ENDING 31 DECEMBER 2024;  
(3) PROPOSED AMENDMENTS TO THE BYE-LAWS;  
AND  
(4) NOTICE OF SPECIAL GENERAL MEETING**

**INTRODUCTION**

Reference is made to the announcements of the Company dated 26 July 2022, in relation to (i) the renewal of the continuing connected transactions in respect of supply of the Products, namely the Extension of Manufacturing Agreement and the proposed New Caps which include the Revised Cap for the year ending 31 December 2022; and (ii) the Proposed Amendments to the Bye-laws.

\* for identification only





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## LETTER FROM THE BOARD

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**Transactions:** The Purchasers agreed to purchase the Products (comprising headwear products) which are supplied and manufactured by the Manufacturer for the three financial years from 1 January 2020 to 31 December 2022, which can be extended for another two years subject to the Independent Shareholders' approval at a special general meeting of the Company by the end of 2022, with the related particulars (such as specifications, quantity, pricing and delivery schedule of the Products) set forth in the purchase orders as agreed in writing by the respective Purchaser and the Manufacturer from time to time.

**Payment schedule:** The Manufacturer will issue to the respective Purchaser an invoice on the Products upon the delivery of the Products. The Purchaser will make payment to the Manufacturer within 60 days from the date of issuance of the relevant invoice. In accordance with the usual practice adopted by the Group, there is no requirement on initial deposit to be paid by the Purchasers given the reputation of the Purchasers and the other terms of the supply of the Products under the Manufacturing Agreement.

**Pricing:** The price of the Products is determined by the parties on normal commercial terms and by arm's length negotiation, which shall be determined by reference to:

- (a) Complexity – the more complicated the specification is, the higher the production cost and price of the Products are.
- (b) Volume – the price of the Products may be reduced with the increase of the quantity of the Products.
- (c) Market price – the price of the Products is determined with reference to similar products, being comparable prices offered by independent third party for similar products having taken into account the technology and quality of the products.

For details on the pricing policy, please refer to the paragraph headed "Pricing Policy and Internal Control" in this circular.

**Termination:** The Purchasers shall have the right to terminate the Manufacturing Agreement immediately upon the occurrence of any one or more of the following events:

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## LETTER FROM THE BOARD

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- (i) if any governmental agency or court of competent jurisdiction finds that the Products are harmful or defective in material respect and the damage to be suffered by the Purchasers from the aforesaid finding is more than US\$1,000,000 which is not directly caused by gross negligence of the Purchasers and/or designated fabric/component suppliers;
- (ii) if any governmental agency or court of competent jurisdiction finds that the Products are harmful or defective in any way, manner or form in contravention of applicable laws and regulations which is not directly caused by gross negligence of the Purchasers or designated fabric/component suppliers;
- (iii) if the Manufacturer manufactures, diverts, sells, ships or transfers any counterfeit product or fails to report any stolen goods;
- (iv) if the Manufacturer manufactures any Product without prior written approval of the Purchasers;
- (v) if the Company, Wintax, Mr. Ngan, Madam Ngan or any third party or affiliate owned by, related to, or associated with the Company, Wintax, Mr. Ngan or Madam Ngan, engages in any activity which results in any communication transmitted by any means to media, the general public, the Fair Labor Association, the Workers Right Consortium, the United Students Against Sweatshops, any organized labor association, any governmental agency, any legal body or any of the Purchasers' licensor or affiliate of said licensor, alleging any violation or wrongdoing either by the Purchasers as a result of the Purchasers' association with the Company, Wintax, Mr. Ngan, Madam Ngan;
- (vi) if the Company undergoes a change in majority or controlling ownership without first obtaining the consent of NEC;
- (vii) if the license agreement between NEC and Major League Baseball Properties, Inc. is terminated or if Major League Baseball Properties, Inc. no longer approves of the Company as a designated manufacturer of licensed products;
- (viii) if the license agreement between NEC and National Football League Properties, LLC is terminated or if National Football League Properties, LLC no longer approves of the Company as a designated manufacturer of licensed products; or

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## LETTER FROM THE BOARD

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- (ix) if a petition under any bankruptcy or insolvency law is filed by or against a party to the Manufacturing Agreement, or if either party suspends business or commits any act amounting to a business failure.

Any party to the Manufacturing Agreement shall have the right to terminate the Manufacturing Agreement:

- (i) upon a material breach by the other party that is not completely cured within thirty (30) business days of the receipt of notice by the breaching party from the non-breaching party; or
- (ii) when the parties cannot agree on the pricing of the Products after negotiation in good faith during a period of forty-five (45) days.

### **Others**

#### *Board Representation*

So long as NEC and/or its affiliate is holding at least 10% of the issued share capital of the Company, NEC is entitled to maintain representation and a seat as a Director on the Board subject to compliance with the Listing Rules and recommendation of the Company's Nomination Committee (the "**Right**"). If NEC's (including its affiliate) holding of the Shares is less than 10% of the issued share capital of the Company and a representative of NEC has been appointed as a Director, NEC shall procure such Director to resign from directorship of the Company without compensation as soon as possible, failing which the Company is entitled to remove such Director from directorship of the Company immediately.

The Right has been granted to NEC, among other terms, upon arm's length negotiation of terms of the Manufacturing Agreement between the parties. When NEC and/or its affiliates hold at least 10% of the issued shares of the Company, NEC is entitled to nominate a candidate to act as a Director of the Board. NEC is required to provide personal information, background, academic and professional qualification, business experience, expertise, knowledge and other relevant information relating to the requirements of the Listing Rules to the Company and the Nomination Committee of the Company to consider whether the candidate is suitable to join the Board.

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## LETTER FROM THE BOARD

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After receipt of the recommendation of the Nomination Committee, the Board will review the background, qualification and experience of the candidate and other matters to ensure the compliance with the applicable Listing Rules and the appointment of the candidate of NEC is in the interests of the Company and the Shareholders as a whole so as to discharge the fiduciary duties of the members of the Board. The arrangement of the Right is not uncommonly found in similar commercial transactions.

Under the Bye-laws of the Company, a Director appointed by the Board to fill a casual vacancy on or as an addition to the existing Board shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election at that meeting.

The Board is of the view that NEC's Right under the Manufacturing Agreement is not different from the nomination right empowered to other Shareholders under the Bye-laws of the Company because the appointment of person nominated by NEC as Director is subject to the same approval procedures as applicable to other Directors (including compliance with applicable provisions of the Listing Rules and the approvals by the Board and the Shareholders).

### *Dispute on invoices*

In case of any dispute on the particulars of the invoices issued by the Manufacturer (including the payment amount), the Purchasers should lodge the dispute to the Manufacturer together with reasons and evidence of the basis in writing as soon as possible and in any event should be within fifteen (15) days after receipt, both the Purchasers and the Manufacturer should discuss and resolve the dispute in good faith at their best endeavours in the next fifteen (15) days. If the dispute is resolved with the result that the Manufacturer can issue another invoice (whether with or without changes as compared with the original invoice) and the Manufacturer is entitled to charge service charge of 1.5 percent per month on the new invoiced amount from the sixtieth (60) day of the original invoice date until paid. There was no significant disagreement regarding the pricing of the Products since the effective date of the Manufacturing Agreement.

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## LETTER FROM THE BOARD

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### **Condition precedent regarding the term of the Manufacturing Agreement**

The term of the Manufacturing Agreement has commenced on 1 January 2020 and shall terminate on 31 December 2022 (the “**Initial Term**”). Upon the satisfaction of a condition, the Manufacturing Agreement will be extended for an additional term from 1 January 2023 through 31 December 2024 (the “**Extended Term**”).

#### *Initial Term*

The Shareholders approved the Initial Term of the Manufacturing Agreement by an ordinary resolution passed at the special general meeting of the Company convened on 27 December 2019.

#### *Extended Term*

The Extended Term of the Manufacturing Agreement is effective and conditional on the fulfilment of the following condition on or before the first day of the Extended Term:

*“the passing of an ordinary resolution by the independent shareholders of the Company (who are permitted to vote under the Listing Rules) at a special general meeting of the Company approving, among other matters, the Manufacturing Agreement and the transactions contemplated herein (including the continuing connected transactions together with the annual caps in relation to supply of the Products under the Manufacturing Agreement) for the period of the Extended Term.”*

If the above condition is not fulfilled on or before the first day of the Extended Term, the Manufacturing Agreement and everything contained therein shall be terminated upon the expiry of the Initial Term and every party to the Manufacturing Agreement shall be released from any liability and obligations contained thereof.

### **Minimum Annual Consideration**

The Purchasers agreed to purchase the Products from the Manufacturer during the Annual Periods with consideration not less than the minimum amounts (the “**Minimum Annual Consideration**”) based on KSAP Rating (as explained below). NEC has established a knowledge, skills, abilities and performance rating (“**KSAP Rating**”) for its manufacturers and suppliers. NEC will evaluate and measure the Manufacturer according to NEC’s KSAP Rating evaluation process which takes account of the following criteria: quality, logistics, production, compliance and sourcing. At the end of each Annual Period (“**Prior Annual Period**”), the Minimum Annual Consideration for the immediate subsequent Annual Period shall be calculated based upon the following formula:

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## LETTER FROM THE BOARD

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Prior Annual Period's Minimum Annual Consideration + KSAP Rating Adjustment (as illustrated below) based on the KSAP Rating for the Prior Annual Period

<b>KSAP Rating</b>	<b>Adjustment amount</b>
Role Model	+US\$2,000,000
Proficient	+US\$1,000,000
Average	0
Needs Improvement	-US\$3,000,000

The KSAP Rating assigned to the Manufacturer for the years ended 31 December 2020 and 31 December 2021 were both "proficient". Accordingly, the Minimum Annual Consideration for the years ended/ending 31 December 2021 and 31 December 2022 were adjusted to US\$48,000,000 (equivalent to approximately HK\$373,440,000) and US\$49,000,000 (equivalent to approximately HK\$381,220,000), respectively.

In case the actual aggregate purchases of Products by the Purchasers is less than 75% of the Minimum Annual Consideration for any of the Annual Periods, the Purchasers shall have a further 60 business days ("**Extended Period**") to place additional purchase orders to meet the Minimum Annual Consideration for the preceding Annual Period. Should the Purchasers not place adequate purchase orders on the Products during the Extended Period, the Purchasers shall have an obligation to make a cash payment to the Manufacturer or its designated party equal to 10% of such deficiency within 30 days after the Extended Period. In case the actual aggregate purchases of Products by the Purchasers in any of the Annual Periods is not less than 75% of the Minimum Annual Consideration for the relevant Annual Period, the Purchasers do not have obligation to make the above cash payment to the Manufacturer for that Annual Period.

### **Pricing Policy and Internal Control**

The price of the Products can only be determined in the purchase orders as issued by the Purchasers and accepted by the Manufacturer later (not on the date of the Manufacturing Agreement) as the price of the Products will depend on other variables (such as complexity of specifications, quantity of the Products, and the prevailing market price of similar products and each step in the manufacture of the similar products) to be determined at the stage of issuance of purchase orders. The price of the Products is determined by the parties on normal commercial terms and by arm's length negotiation. The more complicated the specification is, the higher the production cost and price of the Products are. While the price of the Products may be reduced with the increase in the quantity of the Products, the price of the Products is also determined between the Purchasers and the Manufacturer with reference to the prevailing market price of similar products, being comparable prices offered by the Group to independent third party for similar products having taken into account the technology and quality of the products. The management of the Manufacturer would regularly conduct market research and gather relevant information to ascertain the prevailing market price of similar products, and would review the comparable prices for the similar products in each case to ensure that there are sufficient comparable prices to which it could refer to. For example, the management will (i) obtain quotations from other manufacturers with similar capacity and capability as the Group or which may engage in competition with the Group for price comparison on at least a seasonal basis; and (ii) analyse and compare the retail price of similar products offered by a variety of retailers, ranging from upper-tier retailers to mass retailers and specialty stores.

In the event that there are no sufficient comparable prices for similar products offered by the Group or there are no similar products in the market, the Manufacturer has to substantially rely on other factors (such as cost for supply and manufacture of the Products and mark-up rate) for the determination of the prices of the Products. Since these Products typically involve special processing methods during the course of manufacturing, tight manufacturing schedule, unique designs for a particular event or campaign, or relatively smaller order size, the actual price offered by the Manufacturers may vary significantly on a case-by-case basis. In fixing the price of these Products, the Group relies on the mechanism and internal control procedures mentioned below, which have been adopted by the Group for the determination of the prices of the Products under the Manufacturing Agreement with or without sufficient comparable prices of similar products.

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## LETTER FROM THE BOARD

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Due to the proprietary nature of the Products under the Manufacturing Agreement, none of them has a fixed unit price or standard price, or has a published reference price, the Group will determine and monitor the prices of the Products for each purchase order based on the following mechanism and internal control procedures:

- (a) the Manufacturer adopts a cost-plus pricing system to determine the Products' preliminary price (the "**Preliminary Pricing**"). When the Manufacturer receives particulars of a purchase order, it will estimate (i) the costs for the supply and manufacture of the ordered Products and (ii) the mark-up rate after taking into account of specifications, cost of materials, quantity and delivery schedule for the ordered Products, market supply and demand, the prevailing market price of similar products, and the gross profit margin of the Manufacturer's similar products. With the estimated costs and mark-up rate of the ordered Products, the Manufacturer arrives at a preliminary price for such Products;
- (where there are similar products of the Manufacturer or similar products in the market) the Manufacturer will rely on the comparable prices offered by the Manufacturer to at least two independent third parties and the prevailing market price of similar products in the market, which will form the foundation for determining the preliminary price of the Products. In order to safeguard the interests of the Manufacturer, such information will be updated regularly through the market research conducted by the management of the Manufacturer. Subsequently, as part of the Preliminary Pricing, the Manufacturer further takes into account, among others, any adjustment in the cost of materials and labour, size of the purchase order, delivery schedule as well as the then capacity of the Manufacturer;
  - (where there are no sufficient comparable prices for similar products of the Manufacturer or similar products in the market) the Manufacturer will rely on other factors in the Preliminary Pricing, such as the costs of the Products. As mentioned above, these Products typically differentiate themselves from other Products in terms of manufacturing complexity, quantity and designs. It is impractical for the Manufacturer to place specific reliance on any individual factor under the Preliminary Pricing. Instead, the Manufacturer generally adopts an ad hoc analysis in respect of the relevant purchase order on a case-by-case basis by considering all the circumstances with reference to the Preliminary Pricing. The preliminary price of the Products derived therefrom are subject to the evaluation of the senior management and regular review as illustrated below;
- (b) the Sales & Marketing Director in the Sales & Marketing Department of the Manufacturer reviews and finalises the price for the ordered Products in every new order and reviews the prices of the Products for repeated orders at least once every year to ensure that the Products' price is consistent with the prevailing market price of similar products and is no less favourable to the price of similar products offered to the independent customers;



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## LETTER FROM THE BOARD

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- (c) a committee (“**Committee**”) consisting of the executive Directors and chief financial officer of the Company has been set up to conduct a monthly review on the gross profit margin by customer to ensure that the price offered to the Purchasers is in line with the price offered to the independent customers and to provide guidance to the pricing of the Products; and
- (d) the Finance Department of the Manufacturer checks the ageing report of account receivables every month to review customers’ settlement status. If the Purchasers fail to pay in accordance with the payment term, the Finance Department reports to the Committee for close monitoring of the payment and consideration of further appropriate action.

Pursuant to rule 14A.55 of the Listing Rules, the independent non-executive Directors will review the Manufacturing Agreement and the Transactions on an annual basis, and confirm in the Company’s annual report that the continuing connected transactions contemplated under the Manufacturing Agreement are entered into (i) in the ordinary and usual course of business of the Group; (ii) on normal commercial terms or better; and (iii) in accordance with the Manufacturing Agreement on terms that are fair and reasonable and in the interests of the Shareholders as a whole.

Pursuant to Rule 14A.56 of the Listing Rules, the Company will engage its auditors to report on the continuing connected transactions contemplated under the Manufacturing Agreement on an annual basis and provide a letter to the Board confirming whether anything has come to their attention that causes them to believe that the continuing connected transactions contemplated under the Manufacturing Agreement (i) have not been approved by the Board; (ii) are not, in all material respects, in accordance with the pricing policies of the Group; (iii) are not entered into, in all material respects, in accordance with the relevant agreements governing the transactions; and (iv) have exceeded the approved annual caps in connection therewith.

After taking account of the above price setting and reviewing process, the Directors are of the view that the Manufacturer has an adequate internal control system to safeguard that the price of the Products is determined by the parties on normal commercial terms and by arm’s length negotiation, and no less favourable than those offered to independent customers.

### **Application for a waiver from strict compliance with the Listing Rules**

The Manufacturing Agreement contains (i) confidentiality provisions restricting the disclosure of its terms without prior permission from the Purchasers, (ii) trade secrets and proprietary information of the Purchasers and the Manufacturer in relation to the manufacture of the Products, ranging from sourcing of raw materials, product labelling, quality assurance, anti-counterfeiting measures, packaging, logistics to compliance and penalty, and (iii) certain sensitive personal information. Any disclosure of such information will not only result in a breach of the Company’s confidentiality obligations under the Manufacturing Agreement, but also expose the Company to material litigation risk and irreparable reputation damages. In addition, the disclosure of trade secrets and proprietary information in relation to the manufacture of the Products will lead to a substantial risk of counterfeit products which will inevitably cause a material impact on the Company’s business and financial positions. Therefore, the disclosure of the Manufacturing Agreement in its entirety will be detrimental to the interests of the Company and its Shareholders as a whole. The Company has applied for, and the Stock Exchange has granted, a waiver from strict compliance with Rule 14A.70(13) and paragraph 43(2)(c) of Appendix 1B to

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## LETTER FROM THE BOARD

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the Listing Rules in relation to the disclosure of the full Manufacturing Agreement on the websites of the Stock Exchange and the Company. Accordingly, trade secrets of the Purchasers and the Manufacturer, certain confidential information and sensitive personal information will be redacted from the Manufacturing Agreement. The redacted version of the Manufacturing Agreement will be published on the websites of the Stock Exchange and the Company to comply with the document on display requirement under the Listing Rules.

### HISTORICAL ANNUAL CAPS AND PROPOSED NEW CAPS

#### Historical amounts of annual caps in recent years

Set out below are the historical amounts of the Transactions for the six months ended 30 June 2022, and the years ended 31 December 2021 and 31 December 2020, respectively:

<b>Value of Transactions (HK\$)</b>	<b>Six months ended 30 June 2022</b>	<b>Year ended 31 December 2021</b>	<b>Year ended 31 December 2020</b>
Historical amounts	360,334,000	576,140,000	360,083,000
Approved Caps	706,035,000	641,850,000	583,500,000
	for whole year		

#### Proposed annual caps for the coming three years

Based on the internal estimate of the demand and operating conditions of the Group, the Directors are of the view that the existing annual cap for the financial year ending 31 December 2022 (HK\$706,035,000) (the “**Original Cap**”) in relation to the Transactions will not be sufficient for the Group’s current requirements and therefore propose to revise the Original Cap. The amounts of the proposed New Caps in respect of the Transactions, including the Revised Cap for the year ending 31 December 2022 and the annual caps for the Extended Term, subject to the approval of the Independent Shareholders, are set out as below:

<b>Value of Transactions (HK\$)</b>	<b>Year ending 31 December 2022</b>	<b>Year ending 31 December 2023</b>	<b>Year ending 31 December 2024</b>
Proposed New Caps	895,000,000	1,239,000,000	1,278,000,000

The above New Caps are proposed based on: (i) the Minimum Annual Consideration as agreed by the parties and set out in the Manufacturing Agreement; (ii) the historical growth of the sales amount with NEC; (iii) the internal budget plan relating to indication of estimated order from NEC based on discussions with customers; (iv) the expansion plan of production capacity; and (v) general buffer.

- *Minimum Annual Consideration:* the Minimum Annual Consideration for the years ended/ ending 31 December 2021 and 2022 were adjusted to approximately HK\$373.4 million and HK\$381.2 million, respectively, while the maximum amounts of the Minimum Annual Consideration for the years ending 31 December 2023 and 2024 are approximately HK\$396.8 million and HK\$412.3 million, respectively. Accordingly, it is estimated that the Minimum Annual Consideration will increase steadily by 2% to 4%.

## LETTER FROM THE BOARD

- *Historical growth:* for the years ended 31 December 2020 and 2021, the Group derived revenue of approximately HK\$360.1 million and HK\$576.1 million, respectively, from the Purchasers, representing a growth of approximately 60.0%. Accordingly, the utilisation rate of the annual caps increased drastically from approximately 61.7% in the year ended 31 December 2020 to approximately 89.8% in the year ended 31 December 2021.
- *Internal budget plan:* based on the discussions with customers and taking into account the expansion plan of the Groups' production capacity, the estimated sales amount for the year ending 31 December 2022 will exceed the Original Cap. It is also expected that the sales amount for the year ending 31 December 2023 will be close to full utilisation of the respective New Cap.
- *Expansion plan of production capacity:* the utilisation rate of the Group's existing production capacity has already exceeded 90%. In order to meet the demands from the Group's customers, including the Purchasers, the Group has been improving its production efficiency by implementing a higher level of automation and optimising the management at the Group's Bangladesh plant. In addition, in 2022, the Group has pushed forward with an expansion plan involving the construction of a new production facility and relocation of a warehouse in Bangladesh. In particular, the existing warehouse will be relocated to a nearby plot of land acquired by the Group in previous year and the new production facility will be built on the area where the original warehouse is situated. Together with the acquisition of various machineries and the hiring of approximately 3,000 workers, the Group's production capacity is expected to be enlarged by 20% in the financial year ending 31 December 2023 subsequent to the completion of construction of the new production facility by the fourth quarter of 2022.

The following table sets out the Minimum Annual Consideration in the years from 2020 to 2022 and the maximum amount of Minimum Annual Consideration in the years 2023 and 2024 as compared to the proposed New Caps in the respective years:

(all amounts in HK\$)	Years ended/ending 31 December				
	2020	2021	2022	2023	2024
KSAP Rating for the year	Proficient	Proficient	N/A	N/A	N/A
Minimum Annual Consideration	365,660,000	373,440,000	381,220,000	N/A	N/A
Maximum amounts of Minimum Annual Consideration <sup>(Note 1)</sup>	N/A	N/A	N/A	396,780,000	412,340,000
Historical amounts	360,083,000	576,140,000	360,334,000	N/A	N/A
			<small>(Note 2)</small>		
Proposed New Caps	N/A	N/A	895,000,000	1,239,000,000	1,278,000,000
Approved annual cap	583,500,000	641,850,000	706,035,000	N/A	N/A

*Notes:*

1. The calculations of the maximum amounts of Minimum Annual Consideration are based on the assumption that the Manufacturer will obtain "role model" KSAP Rating for the financial years ending 31 December 2022 and 2023.
2. The historical amounts for the year ending 31 December 2022 refer to the historical amounts of the Transactions up to the six months ended 30 June 2022.

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## LETTER FROM THE BOARD

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For the years ended 31 December 2019, 2020 and 2021, the revenue generated by the Group from the sale of Products to the Purchasers amounted to approximately 37.2%, 34.4% and 36.0%, respectively, of the Group's total revenue for the corresponding financial year. The Group's revenue is mainly generated from two business segments, namely the manufacturing of headwear products and the trading and distribution of headwear, apparel, small leather goods, bags and accessories. In its manufacturing business segment, apart from the Purchasers, the Group also serves a number of well-known licensed brand owners that are mainly located in the US and Europe and are independent to the Group. Moreover, the Group serves a wide spectrum of independent customers in its trading business consisting of distributors, mass retailers, specialty stores and retail customers in the US and Europe through its overseas subsidiaries and e-commerce platform. In order to broaden the Group's customer base, apart from conducting traditional marketing activities such as physical visits, trade shows and referral, the Group also engages in online marketing through social media.

On top of the Group's marketing strategies as mentioned above, the Group has also implemented various measures in controlling its reliance on the Purchaser through its trading business segment. For example, the Group (i) expanded into e-commerce business in 2018 by developing its online sales platform; (ii) acquired Aquarius Ltd. in 2019, which was one of the largest suppliers of accessories for men, women and children in the US and has been established for around 50 years; and (iii) has poured considerable resources in enhancing the online sales platform, building a competitive product mix and promoting the e-commerce business. Furthermore, the Group has been expanding its portfolio of licensed brands to attract more new customers with the synergistic effect brought by the diversified product portfolio.

With reference to the aforementioned factors, including the determination of the New Caps as well as the implementation of various measures in controlling the Group's reliance on the Purchasers, the Company expects that the Group's revenue attributable to the sale of Products to the Purchasers will not exceed 50% for each of the years ending 31 December 2022, 2023 and 2024, respectively.

Considering (i) the Group's revenue attributable to the Purchasers for the years ended 31 December 2019, 2020 and 2021, which range from 34.4% to 37.2%; (ii) the Company's expectation on the revenue attributable to the Purchasers for the years ending 31 December 2022, 2023 and 2024, which will not exceed 50%; (iii) the marketing strategies of the Group with a view to diversify its customer base; (iv) the efforts of the Group in expanding its trading and e-commerce business over the years; and (v) the internal control measures adopted by the Group in monitoring and overseeing the revenue contribution from the Purchasers, the Directors are of the opinion that the Company does not and will not have material sales reliance over the Purchasers.

### **INFORMATION OF THE PARTIES TO THE MANUFACTURING AGREEMENT**

The Group is principally engaged in the design, manufacturing and retail of quality casual headwear worldwide.

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## LETTER FROM THE BOARD

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NEC is a US based company engaging in the global marketing, sale, and manufacturing of headwear and apparel. It is a leading manufacturer and marketer of sports and fashion headwear and apparel in the US. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, NEC is ultimately and beneficially owned by Mr. Christopher Koch.

NEHK, being a substantial shareholder of the Company, is an affiliate of NEC and primarily engages in the business of investment holding. To the best knowledge, information and belief of the Directors having made all reasonable enquiries, NEHK is ultimately and beneficially owned by Mr. Christopher Koch.

### **REASONS FOR AND BENEFITS OF EXTENSION OF MANUFACTURING AGREEMENT AND SETTING OF NEW CAPS**

New Era is an international lifestyle brand with an authentic sports heritage that dates back over 100 years. Best known for being the official on-field cap for Major League Baseball, New Era is a significant and fundamental brand in Sports, Fashion and Culture. It is globally recognised for its headwear collections, but also has comprehensive product offerings in apparel and accessories for men, women and youth. NEC has a myriad of licensed entities from various sports, entertainment and fashion properties, in addition to its own branded product. The fourth-generation family-owned business is headquartered in Buffalo, N.Y. and operates facilities in Canada, Europe, Brazil, Japan and Hong Kong. As mentioned in NEC's website, in 2016, NEC became the official on court cap of the NBA, making NEC the only brand in sports history to have exclusive on-field, sideline and on court headwear rights for all three major U.S. leagues at the same time. New Era is a visionary brand, driven by innovation and originality in its quest to always create the very best product supported by world class marketing.

NEC is one of the most well-established and important customers of the Group. The supply of Products to NEC Group has generated significant profitable business to the Group in recent years. The Manufacturing Agreement will expire on 31 December 2022 unless the Company can obtain the approval of the Independent Shareholders for the Extension of Manufacturing Agreement. In addition, the Original Cap for the year ending 31 December 2022 will not be sufficient for the Group's current requirements. By extending the Manufacturing Agreement and increasing the Original Cap to the Revised Cap, the Company is able to continue to derive benefit from supply of the Products to the Purchasers. The transactions contemplated under the Manufacturing Agreement can also promote the synergies and benefits for both the Company and NEC.

The terms of the Manufacturing Agreement were negotiated between the parties at arm's length. In view of the benefits derived from the Transactions, the Directors (excluding the independent non-executive Directors) are of the view that the Manufacturing Agreement is on normal commercial terms and in ordinary and usual course of business of the Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole. The independent non-executive Directors would not be able to form the view in relation to the above aspects until they have discussed with Alliance Capital and have reviewed its letter of advice. As Mr. James S. Patterson is an executive Director appointed by NEC and has material interest in the Manufacturing Agreement, he has abstained from voting on the board resolution approving the Extension of Manufacturing Agreement.

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## LETTER FROM THE BOARD

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### IMPLICATIONS UNDER THE LISTING RULES

As NEHK owns 83,581,050 Shares (representing about 19.61% of the issued share capital of the Company) as at the Latest Practicable Date, it is a connected person of the Company under the Listing Rules. As the Transactions (the supply of Products by the Group under the Manufacturing Agreement) involve provision of goods on a continuing or recurring basis and in the ordinary and usual course of business of the Group, the Transactions constitute continuing connected transactions of the Company under the Listing Rules. NEHK, its ultimate beneficial owners and their respective associates are required to abstain from voting in a general meeting in respect of resolution proposed for approval of the above continuing connected transactions.

As the proposed New Caps of Transactions (including the Revised Cap) will exceed the thresholds set out in Rule 14A.76(2) of the Listing Rules, the Extension of Manufacturing Agreement (including the New Caps) will be subject to the reporting, announcement and Independent Shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules. In addition, under Rule 14A.54 of the Listing Rules, the Company is required to re-comply with the announcement and shareholders' approval requirements before the proposed Revised Cap takes effect.

Independent Board Committee comprising the independent non-executive Directors has been formed to advise the Independent Shareholders as to whether the Manufacturing Agreement is on normal commercial terms, and in ordinary and usual course of business of the Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole. Alliance Capital has been appointed as the independent financial adviser to advise the Independent Board Committee and Independent Shareholders in this regard.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the Latest Practicable Date, there was (i) no voting trust or other agreement or arrangement or understanding (other than an outright sale) entered into by or binding upon any Shareholder; and (ii) no obligation or entitlement of any Shareholder, whereby he has or may have temporarily or permanently passed control over the exercise of the voting right in respect of his Shares to a third party, either generally or on a case-by-case basis. Accordingly, to the best knowledge, information and belief of the Directors, as at the Latest Practicable Date, there existed no discrepancy between any Shareholder's beneficial shareholding interest in the Company and the number of Shares in respect of which such Shareholder will control or will be entitled to exercise control over the voting right at the SGM in respect of the resolution approving the Extension of Manufacturing Agreement and the proposed New Caps.



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## LETTER FROM THE BOARD

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### PROPOSED AMENDMENTS TO THE BYE-LAWS

Reference is made to the announcement of the Company dated 26 July 2022 in relation to, among others, the Proposed Amendments.

The Board proposes to amend the existing Bye-laws in order to, among others, (i) bring the Bye-laws in line with amendments made to the Listing Rules, in particular Appendix 3 to the Listing Rules regarding the core shareholder protection standards which became effective on 1 January 2022, and the applicable laws of Bermuda; (ii) allow a general meeting to be held as an electronic meeting or a hybrid meeting; and (iii) make other housekeeping and consequential amendments. Accordingly, the Board proposes to adopt the Amended and Restated Bye-laws in substitution for, and to the exclusion of, the existing Bye-laws.

The legal advisers to the Company as to Hong Kong laws have confirmed that the Proposed Amendments conform with Appendix 3 to the Listing Rules, and on the whole, are not inconsistent with the Listing Rules. The legal advisers to the Company as to the laws of Bermuda have confirmed that the Proposed Amendments do not violate the applicable laws of Bermuda. The Company has also confirmed that there is nothing unusual about the Proposed Amendments for a company listed in Hong Kong.

Details of the Proposed Amendments are set out in Appendix I to this circular. The Chinese translation of the Proposed Amendments is for reference only. In case of any discrepancy or inconsistency between the English and Chinese versions, the English version shall prevail. Prior to the passing of the special resolution at the SGM, the existing Bye-laws shall remain valid.

Accordingly, the Board proposed to seek approval of the Shareholders by way of special resolution for the approval of the Proposed Amendments and the proposed adoption of the Amended and Restated Bye-laws at the SGM.

### SGM

Set out on pages 113 to 115 of this circular is a notice convening the SGM which will be held at Strategic Financial Relations Limited, 24/F, Admiralty Centre 1, 18 Harcourt Road, Hong Kong at 11:00 a.m. on Monday, 31 October 2022 at which resolutions will be proposed to approve (i) the Extension of Manufacturing Agreement and the proposed New Caps for the years ending 31 December 2023 and 2024; (ii) the Revised Cap for the year ending 31 December 2022; and (iii) the Proposed Amendments to the Bye-laws and the proposed adoption of the Amended and Restated Bye-laws.

The Extension of Manufacturing Agreement and proposed New Caps are subject to, among other things, the approval by the Independent Shareholders at the SGM to be taken by way of a poll. NEHK and its associates shall abstain from voting for the relevant resolutions at the SGM due to their interest in the concerned transactions. Other than the above, no other Shareholders have a material interest in the above transactions and is required to abstain from voting in respect of the resolutions to approve the Extension of Manufacturing Agreement and proposed New Caps at the SGM. As at the Latest Practicable Date, NEHK (including its associates) is the holder of 83,581,050 Shares (representing about 19.61% of the issued share capital of the Company).

A form of proxy for the SGM is enclosed. Whether or not you wish to attend the SGM, you are requested to complete the form of proxy and return the same to the office of the Company's Hong Kong branch share registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for the meeting (or any adjourned meeting). Completion and delivery of the form of proxy will not preclude you from attending and voting at the meeting (or any adjourned meeting) if you so wish.

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## LETTER FROM THE BOARD

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### CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed, for the purpose of determining shareholders' entitlement to attend and vote at the SGM, from Wednesday, 26 October 2022 to Monday, 31 October 2022 (both days inclusive), during this period no transfer of Shares will be registered. In order to attend and vote at the SGM, Shareholders should ensure that all transfer documents, accompanied by the relevant share certificates, are lodged with the Company's Hong Kong Branch Share Registrar, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration, not later than 4:30 p.m. on Tuesday, 25 October 2022.

### RECOMMENDATIONS

The Independent Board Committee has been established to advise the Independent Shareholders as to whether the Manufacturing Agreement is on normal commercial terms, and in ordinary and usual course of business of the Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Alliance Capital has been appointed to advise the Independent Board Committee and the Independent Shareholders in that connection.

The text of the letter from Alliance Capital containing its advice to the Independent Board Committee and the Independent Shareholders is set out on pages 24 to 42 of this circular and the text of the letter from the Independent Board Committee to the Independent Shareholders is set out on page 23 of this circular.

The Independent Board Committee, having taken into account the advice of Alliance Capital, is of the opinion that the Manufacturing Agreement is on normal commercial terms, and in ordinary and usual course of business of the Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole and recommends the Independent Shareholders to vote in favour of the resolutions to be proposed at the SGM approving the Extension of Manufacturing Agreement and the proposed New Caps.

The Board is of the view that the Extension of Manufacturing Agreement, proposed New Caps and the Proposed Amendments and adoption of the Amended and Restated Bye-laws are fair and reasonable and in the interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends the Independent Shareholders to vote in favour of the resolutions to be proposed at the SGM approving the Extension of Manufacturing Agreement and the proposed New Caps.

### ADDITIONAL INFORMATION

Your attention is also drawn to the additional information set out in the appendices to this circular.

Yours faithfully,  
For and on behalf of the Board  
**Mainland Headwear Holdings Limited**  
**Ngan Hei Keung**  
*Chairman*



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**LETTER FROM THE INDEPENDENT BOARD COMMITTEE**

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**MAINLAND HEADWEAR HOLDINGS LIMITED**

**飛達帽業控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 1100)**

6 October 2022

*To the Independent Shareholders*

Dear Sir or Madam,

**RENEWAL OF CONTINUING CONNECTED TRANSACTIONS IN RESPECT OF SUPPLY OF PRODUCTS**

We refer to the circular dated 6 October 2022 issued by the Company (the “Circular”), of which this letter forms part. Terms used in this letter shall bear the same meanings as given to them in the Circular unless the context otherwise requires.

We have been appointed as members of the Independent Board Committee to consider whether the Manufacturing Agreement is on normal commercial terms, and in ordinary and usual course of business of the Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole, and to recommend how the Independent Shareholders should vote at the SGM. Alliance Capital has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in this regard.

We wish to draw your attention to the letter from the Board, as set out on pages 6 to 22 of the Circular, and the letter from Alliance Capital to the Independent Board Committee and the Independent Shareholders which contains its advice to us in respect of the Extension of Manufacturing Agreement and the proposed New Caps, as set out on pages 24 to 42 of the Circular.

Having taken into account of the advice of Alliance Capital, we consider that the Manufacturing Agreement is on normal commercial terms, and in ordinary and usual course of business of the Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Shareholders to vote in favour of the resolutions to be proposed at the SGM to approve the Extension of Manufacturing Agreement and the proposed New Caps.

Yours faithfully,  
the Independent Board Committee

**Leung Shu Yin, William**  
*Independent non-executive  
Director*

**Gordon Ng**  
*Independent non-executive  
Director*

**Liu Tieh Ching, Brandon, JP**  
*Independent non-executive  
Director*

\* *for identification only*

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## LETTER FROM ALLIANCE CAPITAL

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*Set out below is a full text of the letter of advice from the Independent Financial Adviser, Alliance Capital Partners Limited to the Independent Board Committee and the Independent Shareholders in relation to the Extension of Manufacturing Agreement and the proposed New Caps, which has been prepared for the purpose of incorporation into this circular.*



Alliance Capital Partners Limited  
同人融資有限公司

6 October 2022

*To: The Independent Board Committee and the Independent Shareholders*

Dear Sir/Madam,

### **RENEWAL OF THE CONTINUING CONNECTED TRANSACTIONS IN RESPECT OF SUPPLY OF PRODUCTS**

#### **INTRODUCTION**

We refer to our engagement as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Manufacturing Agreement and the proposed New Caps, details of which are set out in the letter from the Board (the “**Board Letter**”) as contained in the circular of the Company dated 6 October 2022 (the “**Circular**”), of which this letter forms part. Capitalized terms used in this letter shall have the same meanings as those defined in the Circular unless the context otherwise requires.

On 22 November 2019, Wintax and the Company of one part and NEC and NEHK of the other part entered into the Manufacturing Agreement, pursuant to which NEC appoints the Manufacturer as approved manufacturer for the production and manufacture of Products to the Purchasers (including NEC, affiliates of NEC and purchasers designated by NEC) for the three financial years ending 31 December 2022, which can be extended for an additional term (“**Extended Term**”) from 1 January 2023 to 31 December 2024 upon obtaining the approval of the Independent Shareholders of the extension of the Manufacturing Agreement (“**Extension of Manufacturing Agreement**”). The Manufacturing Agreement and annual caps for the continuing connected transactions for the three financial years ending 31 December 2022 were approved by the Independent Shareholders on 27 December 2019.

The approved annual cap for the Transactions for the financial year ending 31 December 2022 (“**FY2022**”) amounted to HK\$706,035,000 (“**Original Cap**”). Based on the internal estimate of the demand and operating conditions of the Group, the Directors are of the view that the existing annual cap for FY2022 in relation to the supply transactions contemplated under the Manufacturing Agreement will not be sufficient for the Group’s current requirements and therefore propose to revise the Original Cap.

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## LETTER FROM ALLIANCE CAPITAL

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As NEHK owns 83,581,050 Shares (representing about 19.61% of the issued share capital of the Company) as at the Latest Practicable Date, it is a connected person of the Company under the Listing Rules. As the Transactions (the supply of Products by the Group under the Manufacturing Agreement) involve provision of goods on a continuing or recurring business and in the ordinary and usual course of business of the Group, the Transactions constitute continuing connected transactions of the Company under the Listing Rules (the “**Continuing Connected Transactions**”). Furthermore, as the proposed New Caps of Transactions will exceed the thresholds set out in Rule 14A.76(2) of the Listing Rules, the Extension of Manufacturing Agreement and the Transactions (including the New Caps) will be subject to the reporting, announcement and Independent Shareholders’ approval requirements pursuant to Chapter 14A of the Listing Rules. In addition, under Rule 14A.54 of the Listing Rules, the Company is required to re-comply with the announcement and shareholders’ approval requirements before the proposed Revised Cap takes effect. NEHK, its ultimate beneficial owners and their respective associates are required to abstain from voting in a general meeting in respect of resolution proposed for approval of the above continuing connected transactions.

### THE INDEPENDENT BOARD COMMITTEE

The Board currently comprises eight directors, including five executive Directors, namely Mr. Ngan Hei Keung, Madam Ngan Po Ling, Pauline, *BBS, JP*, Mr. James S. Patterson, Mr. Ngan Siu Hon, Alexander and Mr. Lai Man Sing; and three independent non-executive Directors, namely Mr. Leung Shu Yin, William, Mr. Liu Tieh Ching, Brandon, *JP* and Mr. Gordon Ng.

The Independent Board Committee, comprising all the independent non-executive Directors, namely Mr. Leung Shu Yin, William, Mr. Liu Tieh Ching, Brandon, *JP* and Mr. Gordon Ng, has been formed to advise the Independent Shareholders as to whether the Manufacturing Agreement are on normal commercial terms, and in ordinary and usual course of business of Group, and the Extension of Manufacturing Agreement together with the proposed New Caps are fair and reasonable and in the interests of the Company and the Shareholders as a whole. We have been appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

Alliance Capital has not acted as independent financial adviser or provided other services to the Company in the last two years. Apart from the appointment as independent financial adviser in relation to the Extension of Manufacturing Agreement and the New Caps, Alliance Capital is independent of the Group pursuant to Rule 13.84 of the Listing Rules.

### BASIS OF OUR OPINION

In formulating our opinion, we have relied solely on the statements, information, opinions and representations for matters relating to the Group contained in the Circular and the information and representations provided to us by the Group and/or its management staff and/or the Directors. We have assumed that all such statements, information, opinions and representations for matters relating to the Group contained or referred to in the Circular or otherwise provided or made or given by the Group and/or its management staff and/or the Directors and for which it is/they are solely responsible were true and accurate and valid at the time they were made and given and continue to be true and valid as at the date of the Circular. We have assumed that all the opinions and representations for matters relating to the

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## LETTER FROM ALLIANCE CAPITAL

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Group made or provided by the Directors and/or the management staff of the Group contained in the Circular have been reasonably made after due and careful enquiry. We have been advised by the Group and/its management staff and/or the Directors that no material facts have been omitted from the information provided and referred to in the Circular.

We consider that we have reviewed all currently available information and documents which are available to enable us to reach an informed view and to justify our reliance on the information provided so as to provide a reasonable basis for our opinions. We have no reason to doubt the truth, accuracy and completeness of the statements, information, opinions and representations provided to us by the Group and/or its management staff and/or the Directors and their respective advisers or to believe that material information has been withheld or omitted from the information provided to us or referred to in the aforesaid documents. We have not, however, carried out an independent verification of the information provided, nor have we conducted an independent investigation into the business and affairs of the Group and NEC Group.

### PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our recommendation to the Independent Board Committee and the Independent Shareholders, we have considered the following principal factors and reasons:

#### 1. Background information and reasons of the strategic partnership with NEC Group

##### 1.1 Information of the Group

###### *Principal business of the Group*

The Group is principally engaged in manufacture and sales of apparel, small leather goods, bags and accessories. With its major manufacturing plants in Bangladesh and Shenzhen, the PRC, the Group manufactures a wide range of licensed casual headwear products, including baseball caps, bucket hats, winter caps, Gatsby hats, headbands and sun visors. The Group produces over 40 million hats annually in more than 5,000 brand new designs, establishing the leading position in the licensed casual headwear market.

###### *Historical financial performance of the Group*

The following is the breakdown of the Group's revenue by the three business segments for each of the three financial years ended 31 December 2021 and the six months ended 30 June 2022, which is extracted from the Company's respective annual reports and interim report:

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## LETTER FROM ALLIANCE CAPITAL

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	Financial year ended 31 December			Six months ended 30 June	
	2019 ("FY2019") HK\$'000 (Audited)	2020 ("FY2020") HK\$'000 (Audited)	2021 ("FY2021") HK\$'000 (Audited)	2021 ("6M2021") HK\$'000 (Unaudited)	2022 ("6M2022") HK\$'000 (Unaudited)
Manufacturing	670,327	533,728	844,256	392,618	561,969
Trading	476,507	514,278	755,999	349,040	379,943
Retail	32,399 <sup>(Note)</sup>	—	—	—	—
<b>Total Revenue</b>	<b><u>1,146,834</u></b>	<b><u>1,048,006</u></b>	<b><u>1,600,255</u></b>	<b><u>741,658</u></b>	<b><u>941,912</u></b>

	Growth rate		
	FY2019 vs FY2020 %	FY2020 vs FY2021 %	6M2021 vs 6M2022 %
Manufacturing	-20.4	58.2	43.1
Trading	7.9	47.0	8.9
Retail	N/A <sup>(Note)</sup>	—	—
<b>Total Revenue</b>	<b><u>-8.6</u></b>	<b><u>52.7</u></b>	<b><u>27.0</u></b>

*Note:* As disclosed in the annual report for FY2019 ("FY2019 Annual Report"), the Group completely exited the retail market, and accordingly, the retail business was recorded as discontinued operation during the said period

### *FY2020 compared to FY2019*

For FY2020, the Group's revenue decreased by approximately 8.6% when compared to that of FY2019. As set out in the annual report for FY2020 ("FY2020 Annual Report"), the decrease was mainly attributable to the decrease in the revenue from manufacturing segment which was caused by (i) the nationwide shutdown in Bangladesh, which started at the end of March 2020 and lasted until May; and (ii) the delay of shipments and orders from the majority of the Group's US and European customers due to the Covid-19 pandemic.

### *FY2021 compared to FY2020*

The Group's revenue increased from approximately HK\$1,048.0 million for FY2020 to approximately HK\$1,600.2 million for FY2021. The increase was mainly attributable to the increase in the revenue generated from manufacturing business and trading business of approximately 58.2% and 47.0%, respectively.

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## LETTER FROM ALLIANCE CAPITAL

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As disclosed in the annual report for FY2021 (“**FY2021 Annual Report**”), the growth in the manufacturing business was mainly attributable to the rapid rebound in customer purchases, supported by the increased production capacity of its Bangladesh factory.

According to the FY2021 Annual Report, most of the Group’s products are sold to the US, Europe and the PRC markets, which represented approximately 89.0%, 7.4% and 1.4% of the Group’s total revenue for FY2021 respectively. Amongst the customers in the Group, approximately HK\$360.1 million and HK\$576.1 million of revenue was derived from NEC Group for FY2020 and FY2021 respectively. NEC was the largest customer of the Group and contributed approximately 34.4% and 36.0% of the Group’s revenue for FY2020 and FY2021 respectively.

### *6M2022 compared to 6M2021*

The Group’s revenue increased by approximately 27.0% for 6M2022 when compared to that of 6M2021. As stated in the interim report for 6M2022 (“**FY2022 Interim Report**”), the increase was mainly attributable to the significant increase in the revenue generated from manufacturing business as a result of the high production efficiency of the Bangladesh factory, which allowed the Group to quickly respond to and meet the needs of customers, and benefit further from the growth in quick-turn order demand.

### **1.2 Information of NEC**

New Era is an international lifestyle brand with an authentic sports heritage that dates back over 100 years. Best known for being the official on-field cap for Major League Baseball, New Era is a significant and fundamental brand in sports, fashion and culture. It is globally recognized for its headwear collections, but also has comprehensive product offerings in apparel and accessories for men, women and youth. NEC has a myriad of licensed entities from various sports, entertainment, and fashion properties, in addition to its own branded product. The fourth-generation family-owned business is headquartered in Buffalo, N.Y. and operates facilities in Canada, Europe, Brazil, Japan and Hong Kong. As mentioned in NEC’s website, in 2016, NEC became the official on court cap of the NBA, making NEC the only brand in sports history to have exclusive on-field, sideline and on court headwear rights for all three major U.S. leagues at the same time. New Era is a visionary brand, driven by innovation and originality in its quest to always create the very best product supported by world class marketing.

NEC is a leading manufacturer and marketer of sports and fashion headwear and apparel in the United States. It is one of the most well-established and important customers of the Group. The supply of Products to NEC Group has generated significant profitable business to the Group in recent years.

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## LETTER FROM ALLIANCE CAPITAL

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### *1.3 Reasons for the setting of New Caps and the Extension of Manufacturing Agreement and strategic alliance with NEC*

As stated in the Board Letter, the Manufacturing Agreement will expire on 31 December 2022 unless the Company can obtain the approval of the Independent Shareholders for the Extension of Manufacturing Agreement. In addition, the Original Cap for FY2022 will not be sufficient for the Group's current requirements. By extending the Manufacturing Agreement and increasing the Original Cap to the Revised Cap, the Company is able to continue to derive benefit from supply of the Products to the Purchasers.

The terms of the Manufacturing Agreement (including the extension of Manufacturing Agreement) were negotiated between the parties at arm's length. In view of the benefits derived from the Transactions, the Directors are of the view that the Extension of Manufacturing Agreement is on normal commercial terms, is fair and reasonable and in the interest of the Company and its Shareholders as a whole.

We have discussed with the management of the Group (the "**Management**") and noted that NEC has been one of the major customers of the Group. NEC Group contributed about 34.4% and 36.0% of the Group's revenue for FY2020 and FY2021, respectively, as mentioned above.

NEC is a strategic partner of the Group and in consideration of the provision of the dedicated production space in Shenzhen and the dedicated production space in Bangladesh factory (together, the "**Dedicated Production Spaces**") by the Group, NEC voluntarily agreed to commit a minimum purchase amount ("**Minimum Annual Consideration**"), which will be further discussed in the below section.

In this connection, the Extension of Manufacturing Agreement enables the Group to maintain the long-term business relationship with NEC, the Group's largest customer. Furthermore, the Group will be able to secure a substantial amount of purchase orders and maintain recurring and promising income for the manufacturing business from the Group's largest customer for the two financial years ending 31 December 2024.

After considering the factors above, we are of the view that the Extension of Manufacturing Agreement with NEC is in the interest of the Company and Shareholders as a whole.

## **2. Extension of Manufacturing Agreement and reasons for the Transactions**

### *2.1 Major terms in respect of the Extension of Manufacturing Agreement*

Set out below are the major terms in respect of the Extension of Manufacturing Agreement. Please refer to the section headed "Summary of principal terms of the Manufacturing Agreement" in the Board Letter for more details.

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## LETTER FROM ALLIANCE CAPITAL

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### *Extended Term*

Under the Extension of Manufacturing Agreement, the Extended Term will be effective from 1 January 2023 to 31 December 2024 upon approval of the Independent Shareholders.

### *Payment schedule*

The Manufacturer will issue to the respective Purchasers an invoice on the Products upon the delivery of the Products. The Purchasers will make payment to the Manufacturer within 60 days from the date of issuance of the relevant invoice. In accordance with the usual practice adopted by the Group, there is no requirement on initial deposit to be paid by the Purchasers given the reputation of the Purchasers and other terms of the supply of the Products under the Manufacturing Agreement.

We have discussed with the Management and understand that the credit period of 60 days provided to NEC is generally in line with credit period of the other independent customers of the Group's manufacturing business.

Furthermore, based on our discussion with the Management, we noted that the finance department will check the aging report of account receivables every month to review customers' settlement status. If the Purchasers fail to pay in accordance with the payment term, the finance department will report to a committee ("**Committee**") consisting of the executive Directors and chief financial officer of the Company for close monitoring of the payment and consideration of further appropriate action.

### *Board Representation*

So long as NEC and/or its affiliate is holding at least 10% of the issued share capital of the Company, NEC is entitled to maintain representation and a seat as a Director on the Board subject to compliance with the Listing Rules and recommendation of the Company's Nomination Committee (the "**Right**"). If NEC's (including its affiliate) holding of the Shares is less than 10% of the issued share capital of the Company and a representative of NEC has been appointed as a Director, NEC shall procure such Director to resign from directorship of the Company without compensation as soon as possible, failing which the Company is entitled to remove such Director from directorship of the Company immediately.

The Right has been granted to NEC, among other terms, upon arm's length negotiation of terms of the Manufacturing Agreement between the parties. When NEC and/or its affiliates hold at least 10% of the issued shares of the Company, NEC is entitled to nominate a candidate to act as a Director of the Board. NEC is required to provide personal information, background, academic and professional qualification, business experience, expertise, knowledge and other relevant information relating to the requirements of the Listing Rules to the Company and the Nomination Committee of the Company to consider whether the candidate is suitable to join the Board.



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## LETTER FROM ALLIANCE CAPITAL

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After receipt of the recommendation of the Nomination Committee, the Board will review the background, qualification and experience of the candidate and other matters to ensure the compliance with the applicable Listing Rules, and the appointment of the candidate of NEC is in the interests of the Company and the Shareholders as a whole so as to discharge the fiduciary duties of the members of the Board. The Directors consider that the arrangement of the Right is not uncommonly found in similar commercial transactions. Under the Bye-laws of the Company, a Director appointed by the Board to fill a casual vacancy on or as an addition to the existing Board shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election at that meeting.

The Board is of the view that NEC's Right under the Manufacturing Agreement is not different from the nomination right empowered to other Shareholders under the Bye-laws of the Company because the appointment of a person nominated by NEC as Director is subject to the same approval procedures as applicable to other Directors (including compliance with applicable provisions of the Listing Rules and the approvals by the Board and the Shareholders).

In order to assess the availability of the Right in the market, we have conducted research based on the information publicly available on the website of the Stock Exchange on companies which (i) are listed on the Stock Exchange; (ii) published announcements with respect to the issue of shares/convertible bonds under a general mandate/specific mandate that does not involve acquisition or mandatory offer from 1 July 2021 to 30 June 2022; and (iii) whether the issue of shares/convertible bonds granted the right for nominating director to the significant shareholder/bondholder. On our best effort basis, we have identified three comparable companies and we consider the list of comparable companies is exhaustive based on the said criteria above. The results are set out below:

<b>Comparable companies</b>	<b>Stock Code</b>	<b>Date of announcement</b>
DIT Group Limited	726	20 August 2021
Sinopharm Tech Holdings Limited	8156	20 August 2021
Winshine Science Company Limited	209	24 September 2021

Based on the above, we consider that the availability of the Right is not uncommon in the market.

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## LETTER FROM ALLIANCE CAPITAL

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### *Minimum Annual Consideration*

According to the Manufacturing Agreement, the Purchasers agreed to purchase the Products from the Manufacturer during the following annual periods with the consideration not less than the respective Minimum Annual Consideration:

<b>Annual Period</b>	<b>Minimum Annual Consideration</b>
1 January 2020 – 31 December 2020	US\$47,000,000 (equivalent to about HK\$365,660,000)
For the four years commencing on 1 January 2021 and ending on 31 December 2024	Based on KSAP Rating Adjustment (as explained below)

NEC has established a knowledge, skills, abilities and performance rating (“**KSAP Rating**”) for its manufacturers and suppliers and NEC has evaluated and measured the Manufacturer according to NEC’s KSAP Rating evaluation process which takes account of the following criteria: quality, logistics, production, compliance and sourcing. At the end of each Annual Period (“**Prior Annual Period**”), the Minimum Annual Consideration for the immediate subsequent Annual Period shall be calculated based upon the following formula:

Prior Annual Period’s Minimum Annual Consideration + KSAP Rating adjustment (as illustrated below) based on the KSAP Rating for the Prior Annual Period.

<b>KSAP Rating</b>	<b>Adjustment amount</b>
Role Model	+US\$2,000,000
Proficient	+US\$1,000,000
Average	0
Needs Improvement	–US\$3,000,000

For FY2020 and FY2021, the Minimum Annual Consideration was US\$47.0 million (equivalent to approximately HK\$365.7 million) and US\$48.0 million (equivalent to approximately HK\$373.4 million), respectively. The Group obtained “proficient” KSAP Rating for both FY2020 and FY2021, and therefore, the Minimum Annual Consideration for FY2022 increases to US\$49.0 million (equivalent to approximately HK\$381.2 million), which represents approximately 34.9% and 23.3% of the total revenue of the Group for FY2020 and FY2021, respectively.

We have discussed with the Management and understand that it is always the Group’s target to obtain “role model” for KSAP Rating. We also noted that the historical transaction amounts with NEC for the past four years except for FY2020, which was due to the effect of Covid-19 pandemic, were way above the Minimum Annual Consideration for the respective years. Therefore, based on the

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## LETTER FROM ALLIANCE CAPITAL

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above-mentioned calculation methods of Minimum Annual Consideration, for illustration purpose, if the Group will obtain “role model” KSAP Rating for each of the years ending 31 December 2022 and 2023, then the respective maximum amount of Minimum Annual Consideration for each of the years ending 31 December 2023 and 2024 will be US\$51.0 million (approximately HK\$396.8 million) and US\$53.0 million (approximately HK\$412.3 million), representing approximately 24.8% and 25.8% of the total revenue of the Group for FY2021, respectively.

NEC is a strategic partner of the Group, and as aforementioned, approximately 34.4% and 36.0% of the Group’s revenue for FY2020 and FY2021 were derived from the supply of headwear to NEC; besides, in consideration of the Dedicated Production Spaces provided by the Group, the commitment on the minimum purchase amount as agreed by NEC would provide stable source of revenue to the Group.

Having considered the above, we are of the view that the arrangement of the Minimum Annual Consideration under the Manufacturing Agreement is fair and reasonable.

### *Compensation*

In case the actual annual aggregate purchases of Products by the Purchasers (the “**Annual Consideration**”) is less than 75% of the Minimum Annual Consideration for any of the Annual Periods, the Purchasers shall have a further 60 business days (“**Extended Period**”) to place additional purchase orders to meet the Minimum Annual Consideration for the preceding Annual Period. Should the Purchasers not place adequate purchase orders on the Products during the Extended Period, the Purchasers shall have an obligation to make a cash payment to the Manufacturer or its designated party equal to 10% of such deficiency within 30 days after the Extended Period. In case the Annual Consideration in any of the Annual Periods is not less than 75% of the Minimum Annual Consideration for the relevant Annual Period, the Purchasers do not have obligation to make the above cash payment to the Manufacturer for that Annual Period.

In calculating the Annual Consideration in the relevant Annual Period for the purpose of determining the percentage of fulfillment of the Minimum Annual Consideration during the same period, it will include any amounts for purchase orders that are declined by the Manufacturer for capacity or lead-time issues, when the Purchasers submitted the purchase orders within established lead times and Manufacturer restraints, but Purchasers were forced to either reschedule or cancel the purchase order completely due to the Manufacturer being unable to deliver according to the terms and conditions of the original purchase order.

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## LETTER FROM ALLIANCE CAPITAL

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The Annual Consideration is not the consideration actually received by the Manufacturer for the manufacture of the Products in the relevant Annual Period. It is the consideration for the Products requested by the Purchasers in the relevant Annual Period in respect of (i) the purchase orders accepted by the Manufacturer; and (ii) the purchase orders rescheduled or cancelled by the Purchasers due to the reason that the Manufacturer has no production capacity for manufacturing the Products in such orders or the Manufacturer could not manufacture the Products within the lead time as agreed by the Purchasers and the Manufacturer.

Since NEC will compensate the Group if the Annual Consideration in the relevant Annual Period is less than 75% of the Minimum Annual Consideration, the effective minimum annual commitment (“**Effective Minimum Annual Commitment**”) is 75% of the Minimum Annual Consideration.

Having considered that the 10% of the deficiency provided by the Purchasers in case the Annual Consideration in the relevant Annual Period is less than 75% of the Minimum Annual Consideration for the relevant Annual Period is higher than the net profit margin of the Group for FY2020 and FY2021, which is approximately 4.8% and 8.6%, respectively, we concur with the Directors’ view that such 10% compensation is in the interest of the Company and its Shareholders as a whole.

We have discussed with the Management and noted that the Group has been communicating closely with the NEC Group to ensure the fulfillment of the obligation of Minimum Annual Consideration. The Management will monitor the orders placed by the Purchasers at least monthly and will discuss with the Purchasers if there are signs that the annual orders may fall short of the Minimum Annual Consideration, so as to ensure the Purchasers can fulfill the Minimum Annual Consideration.

We noted that (i) currently there are no other customers of the Manufacturer that have made any minimum commitment in respect of the consideration of purchase of any products manufactured by the Manufacturer; (ii) NEC is willing to commit the Minimum Annual Consideration and agrees to compensate the Group should it fail to meet the Effective Minimum Annual Commitment; (iii) the Minimum Annual Consideration and the compensation mechanism thereof are to the benefit of the Manufacturer only; and (iv) the Effective Minimum Annual Commitment has been set at 75% of the Minimum Annual Consideration for the past fourteen years. Having considered the above, we are of the view that setting the ratio of 75% of the Minimum Annual Consideration for NEC to compensate the Manufacturer is fair and reasonable.

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## LETTER FROM ALLIANCE CAPITAL

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### *Pricing Basis and Internal Control*

The price of the Products can only be determined in the purchase orders as issued by the Purchasers and accepted by the Manufacturer later (not on the date of the Manufacturing Agreement) as the price of the Products will depend on other variables (such as complexity of specifications, quantity of the Products, and the prevailing market price of similar Products and each step in the manufacture of the similar products) to be determined at the stage of issuance of purchase orders.

The price of the Products will be determined by the parties on normal commercial terms and by arm's length negotiation. The more complicated the specification is, the higher the production cost and price of the Products are. While the price of the Products may be reduced with the increase in the quantity of the Products, the price of the Products will also be determined between the Purchasers and the Manufacturer with reference to the prevailing market price of similar products, being comparable prices offered by the Group to independent third party for similar products having taken into account the technology and quality of the products.

The management of the Manufacturer would conduct market research every quarter and gather relevant information to ascertain the prevailing market price of similar products, and would review the comparable prices for the similar products in each case to ensure that there are sufficient comparable prices to which it could refer to. To carry out market research, the management of the Manufacturer may obtain (i) feedbacks on the Products from customers directly through meeting with them face to face in various trade shows or by phone; or (ii) various quotations from individual third parties (i.e. other manufacturer) every season. In the event that there are no sufficient comparable prices for similar products or there are no similar products in the market, the Manufacturer has to substantially rely on other factors (such as cost for supply and manufacture of the Products and mark-up rate) for the determination of the prices of the Products.

As far as we understand, for normal pricing mechanism in the industry, the price for the Products shall be determined fairly in accordance with costs, resources and technology with reference to the market practices and prices. Prices of the Products will effectively be determined by an arm's length negotiation with relevant purchasers, which considers the technology and quality of the Products, and volume of the Products to be purchased. Being in line with the practices of the Group, prices will be negotiated with reference to the costs, resources and technology which may vary according to the different periods of time, despite the long history of supplying goods to NEC Group by the Group.

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## LETTER FROM ALLIANCE CAPITAL

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We have enquired with the Management and noted that given that none of the Products under the Manufacturing Agreement has a fixed unit price or standard price, or has a published reference price, the Manufacturer adopts the following internal control procedures to safeguard transactions which are under normal commercial terms, and no less favourable than those offered to independent customers:

- (i) the Manufacturer adopts a cost-plus pricing system to determine the Products' price. When the Manufacturer receives particulars of a purchase order, it will estimate (i) the costs for the supply and manufacture of the ordered Products; and (ii) the mark-up rate after taking into account of specifications, cost of materials, quantity and delivery schedule for the ordered Products, market supply and demand, the prevailing market price of similar products, and the gross profit margin of the Manufacturer's similar products;
- (ii) with the estimated costs and mark-up rate of the ordered Products, the Manufacturer arrives at a preliminary price for such Products. The Sales & Marketing Director in the Sales & Marketing Department of the Manufacturer reviews and finalizes the price for the ordered Products in every new order and reviews the prices of the Products for repeated orders at least once every year to ensure that the Products' price is consistent with the prevailing market price of similar products and is no less favourable to the price of similar products offered to the independent customers; and
- (iii) a Committee has been set up to conduct a monthly review on the gross profit margin by customers to ensure that price offered to the Purchasers is in line with the price offered to other independent customers and to provide guidance to the pricing of the Products.

Besides, the independent non-executive Directors will review the Manufacturing Agreement and the Transactions on an annual basis, and the Manufacturer will engage its auditors to report on the continuing connected transactions contemplated under the Manufacturing Agreement on an annual basis and provide a letter to the Board confirming whether anything has come to their attention. Please refer to the section headed "4. Requirements of the Listing Rules on the Continuing Connected Transactions" in this letter for more details.

After taking into account of the above price setting and reviewing process, the Directors are of the view that the Manufacturer has an adequate internal control system to safeguard that the price of the Products is determined by the parties on normal commercial terms and by arm's length negotiation, and no less favourable than those offered to independent customers.

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## LETTER FROM ALLIANCE CAPITAL

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In assessing the adequacy of the internal control system, we have obtained the list of transactions between the Group and NEC during the period from June 2021 to May 2022, and reviewed one sample copy of invoice every month on random basis, totaling 12 samples. We have also reviewed the relevant cost sheets in respect of the historical transactions between the Group and the Purchasers and 12 samples copies of invoices and relevant cost sheets entered into between the Group and other two independent customers in respect of the supply of similar Products from the Group. Based on our review, we noted that the prices of the products provided by the Group are using cost-plus pricing system, besides, the pricing of the products sold by the Group to the Purchasers were on normal commercial terms and no less favourable than those offered by the Group to the independent customers. Furthermore, we have reviewed the copies of monthly gross profit margin review for each month during the period from June 2021 to May 2022. We noted that the monthly gross profit margins of Products sold to the Purchasers were generally in line with the profit margin of the independent customers. Having considered the steps to ensure the prices offered to the Purchasers are no less favorable than those offered by the Group to independent customers as mentioned above, we concur with the Directors' view that the internal control system is adequate.

Having considered the above, we are of the view that the Extension of Manufacturing Agreement is in the interests of the Company and Shareholders as a whole and in the ordinary and usual course of business of the Group, and the terms of the Manufacturing Agreement are fair and reasonable.

### 2.2 *Proposed New Caps*

*Historical transaction amounts, Minimum Annual Consideration and approved annual cap*

Set out below are the summary of (i) the approved annual cap and Minimum Annual Consideration for the three years ending 31 December 2022; and (ii) the historical amounts of the Transactions for FY2020 and FY2021 and the annualized figure based on the amount for 6M2022:

		<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>
		<i>HK\$'000</i>	<i>HK\$'000</i>	<i>HK\$'000</i>
Approved annual cap	(A)	583,500	641,850	706,035
KSAP Grading		Proficient	Proficient	N/A
Minimum Annual Consideration	(B)	365,660	373,440	381,220
Historical transaction amount	(C)	360,083	576,140	720,668 <sup>(Note 1)</sup>
Growth rate of the historical transaction amount		-15.7%	60.0%	25.1%
Actual utilization ratio of annual caps	D = (C)/(A)	61.7%	89.8%	102.1% <sup>(Note 2)</sup>

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## LETTER FROM ALLIANCE CAPITAL

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*Note:*

1. Annualized transaction amount of approximately HK\$720.67 million (“**Annualized Transaction Amount**”) is calculated based on the amount of approximately HK\$360.33 million for 6M2022.
2. The figure is calculated based on the Annualized Transaction Amount divided by the Original Cap.

### *Proposed New Caps*

As aforementioned, the Directors are of the view that the Original Cap will not be sufficient for the Group’s current requirements and therefore propose to revise the Original Cap. The following table sets forth the proposed New Caps, the growth rate of the New Caps and the maximum amount of Minimum Annual Consideration for the three years ending 31 December 2024:

(Amount in HK\$)	Year ending		Year ending
	FY2022	2023 (“FY2023”)	2024 (“FY2024”)
Proposed New Caps	895,000,000	1,239,000,000	1,278,000,000
Growth rate of the New Caps	39.4%	38.4%	3.1%
Maximum amounts of Minimum Annual Consideration <sup>(Note)</sup>	N/A	396,780,000	412,340,000

*Note:* Assuming that the Manufacturer will obtain “role model” KSAP Rating for FY2022 and FY2023.

The above New Caps are proposed based on (i) the Minimum Annual Consideration as agreed by the parties and set out in the Manufacturing Agreement; (ii) the historical growth of the sales amount with NEC; (iii) the internal budget plan relating to indication of estimated order from NEC based on discussions with customers; (iv) the expansion plan of production capacity; and (v) general buffer.

The growth rate of the proposed annual cap is approximately 39.4%, 38.4% and 3.1% for FY2022, FY2023 and FY2024, respectively. We understand from the Management that it has considered a number of factors including the growth of the historical transaction amount, the indication of estimated order from NEC, as well as expansion of the production capacity.

The compound annual growth rate of the historical transaction amounts for the two years ended 31 December 2021 and the Annualized Transaction Amount (the “**FY2022 CAGR**”) is approximately 41.5%, demonstrating an increasing trend of orders from the NEC Group. Notwithstanding the historical transaction amount for FY2020 experienced a decline of about 15.7% as compared to that of FY2019, which was mainly caused by (i) the nationwide shutdown in Bangladesh, which started at the end of March 2020 and lasted until May; and (ii) the delay of shipments and orders from the majority of the Group’s US and European customers due to the



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Covid-19 pandemic, the historical transaction amount for FY2021 experienced a growth rate of approximately 60.0% given that the US and the UK have both gradually resumed the economic activities in 2021, and all major sports seasons were resumed.

We noted that the actual utilization ratio of annual caps is approximately 61.7% and 89.8% for FY2020 and FY2021, respectively, while based on the Annualized Transaction Amount, the utilization ratio of annual caps for FY2022 is approximately 102.1%, which exceeds the Original Cap.

We have reviewed the internal budget plan for the period from FY2022 to FY2024 of the Group, which has taken into consideration the Minimum Annual Consideration, the indication of estimated order from NEC Group based on the discussion with customers and the expansion plan of production capacity. We have discussed with the Management about the details, including the calculation, on the estimation of the internal budget plan, and reviewed the correspondence with NEC regarding their indication of estimated orders as well as the expansion plan of production capacity of the Group. The estimated order together with the actual transaction amounts for 6M2022 in the internal budget plan accounts for over 100% of the Original Cap. Furthermore, the estimated order in the internal budget plan accounts for over 90% of the proposed annual cap for FY2023.

As stated in the Board Letter, the utilization rate of the Group's existing production capacity has already exceeded 90%. As discussed with the Management, we noted that the Group has purchased additional embroidery machineries and the production capacity for FY2022 is expected to increase by approximately 9.3%. Furthermore, according to the FY2022 Interim Report, the Group has actively rolled out its production facility expansion plan in Bangladesh, with establishment of a new factory in full swing and expected to be completed in the fourth quarter of this year. The Management expected that will then enlarge the Group's production capacity by 20%.

We have discussed with the Management about the details of expansion plan of the Group, and reviewed its details, which includes the number of machineries expected to be purchased, the expected number of headwear products that each of machineries can be produced in general, and the expected number of working days for each month.

We noted that in the Bangladesh factory, the Group had around 5,328 workers as at 31 December 2020, and increased to 7,236 workers as at 31 December 2021 (representing an increase of approximately 35.8%). As disclosed in the FY2022 Interim Report, the number of workers in the Bangladesh factory increased to 8,120 as at 30 June 2022. Besides, approximately 3,000 workers will be hired with the new facility expected to commence operation by the first half of 2023. This demonstrates a continuous expansion of the workforce.

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## LETTER FROM ALLIANCE CAPITAL

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Having considered that (i) based on the Annualized Transaction Amount, the utilization ratio of annual caps for FY2022 is approximately 102.1%, which exceeds the Original Cap; (ii) the estimated order together with the actual transaction amounts for 6M2022 in the internal budget plan accounts for over 100% of the Original Cap; (iii) the estimated order in the internal budget plan accounts for over 90% of the proposed annual cap for FY2023; (iv) the expected increase in the production capacity of approximately 9.3% for FY2022; and (v) the construction of the new facility is expected to be completed by the fourth quarter of 2022, and is expected to then enlarge the Group's production capacity by 20%, we are of the view that the proposed New Caps are fair and reasonable.

### 3. Control on potential reliance issue

The management of the Company is aware of the potential reliance issue on a single largest customer and took the following control measures:

- (1) to take more marketing efforts to attract orders of headwear products from other customers; and
- (2) the Committee monitors the percentage of revenue contribution from NEC Group on a monthly basis to ensure that the percentage will not exceed 50%.

We noted that the Group's trading business experienced a growth rate of approximately 123.6%, 7.9%, 47.0% and 8.9% for FY2019, FY2020, FY2021 and 6M2022, respectively. The tremendous growth in FY2019 was mainly due to the (i) the double-digit growth in orders from a multinational retail enterprise customer; (ii) the consolidation of the financial results of Aquarius Ltd. from 1 June 2019 subsequent to the Group's acquisition; and (iii) the burgeoning e-commerce business that the Group entered into in 2018, according to the FY2019 Annual Report. As disclosed in the FY2020 Annual Report, the Group had been investing in e-commerce business over the past few years, which partly contributed to the continuous growth of the trading business in FY2020. Moreover, according to the FY2021 Annual Report, the Group expects its trading subsidiaries in the US and the UK will achieve satisfactory growth as they further benefit from the permanent shift to online shopping and gradual market recovery. The Group will continue to expand its licensed brand portfolio under the trading umbrella, and attach more importance to the optimization of its product offerings in the trading business. With the continuous development of the trading business of the Group, the Group is able to diversify its income stream, broaden the Group's revenue base, and reduce its potential reliance on NEC Group.

Besides, the Group was able to continue to control the potential reliance on a single largest customer as evidenced by the relatively stable trend of the revenue derived from NEC Group, which contributed approximately 37.2%, 34.4%, 36.0% and 38.3% of the Group's total revenue for FY2019, FY2020, FY2021 and 6M2022, respectively.

We have reviewed the internal notes with respect to the Committee monitoring the percentage of revenue contribution from NEC Group to ensure that the percentage will not exceed 50%. We have also discussed with the Management and understand that the Group has new customers over the past two years, which enabled the Group to diversify its customer base and expand its business.

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## LETTER FROM ALLIANCE CAPITAL

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As demonstrated by (i) the continuous development of trading business of the Group; (ii) the revenue contributed by NEC Group being relatively stable; and (iii) the Group has new customers over the past two years, the Group is able to control the potential reliance on a single largest customer.

#### 4. Requirements of the Listing Rules on the Continuing Connected Transactions

Pursuant to Rules 14A.50 to 14A.59 of the Listing Rules, the Continuing Connected Transactions are subject to the following annual review requirements:

- (a) each year the independent non-executive Directors must review the Continuing Connected Transactions and confirm in the annual report that the Continuing Connected Transactions have been entered into:
  - (i) in the ordinary and usual course of business of the Group;
  - (ii) on normal commercial terms or better; and
  - (iii) in accordance with the relevant agreements governing them on terms that are fair and reasonable and in the interests of the Shareholders as a whole;
- (b) each year the auditors of the Company must provide a letter to the Board (with a copy provided to the Stock Exchange at least 10 business days prior to the bulk printing of the Company's annual report) confirming that the Continuing Connected Transactions:
  - (i) have received the approval of the Board;
  - (ii) are, in all material respects, in accordance with the pricing policies of the Group;
  - (iii) have been entered into, in all material respects, in accordance with the terms of the relevant agreements governing the Continuing Connected Transactions; and
  - (iv) have not exceeded the proposed New Caps;
- (c) the Company shall allow, and shall procure the relevant counterparties to the Continuing Connected Transactions to allow, the Company's auditors sufficient access to their records for the purpose of the reporting on the Continuing Connected Transactions as set out in paragraph (b); and
- (d) the Company shall promptly notify the Stock Exchange and publish an announcement in accordance with the Listing Rules if it knows or has reason to believe that the independent non-executive Directors and/or the auditors of the Company will not be able to confirm the matters set out in paragraphs (a) and/or (b) respectively.

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## LETTER FROM ALLIANCE CAPITAL

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In light of the reporting requirements attached to the Continuing Connected Transactions, in particular, (i) the restriction of the amount of the Continuing Connected Transactions by way of the proposed New Caps; and (ii) the ongoing review by the independent non-executive Directors and the auditors of the Company on the terms of the Continuing Connected Transactions and the proposed New Caps not being exceeded, we are of the view that appropriate measures will be in place to govern the conduct of the Continuing Connected Transactions and safeguard the interests of the Independent Shareholders. The Management has confirmed that the Group has implemented the following on-going measures to ensure its actual Transactions under the Manufacturing Agreement will not exceed the proposed New Caps:

- (i) sales and marketing department will update the purchase orders received from the Purchasers at the end of each month and monitor the utilization ratio of the proposed New Caps to ensure the Transactions do not exceed the New Caps, and provide such information to the Committee;
- (ii) finance accounting department will review the sales transactions with the Purchasers at the end of each month and monitor the utilization ratio of the proposed New Caps to ensure the Transactions do not exceed the New Caps;
- (iii) the Committee will report to the Board once the utilization ratio reaches 65% and will then closely monitor the sales amount to ensure the proposed New Caps will not be breached; and
- (iv) in the event that the proposed New Caps may be exceeded, the Company will seek approval from the Independent Shareholders for the revision of proposed New Caps.

### RECOMMENDATION

Having considered all the above-mentioned principal factors and reasons, we are of the opinion that the Manufacturing Agreement is on normal commercial terms, and in the ordinary course of business of the Group, and the Extension of Manufacturing Agreement as well as the proposed New Caps are fair and reasonable, and in the interests of Company and the Shareholders as a whole.

Accordingly, we advise the Independent Board Committee to recommend the Independent Shareholders to vote in favour of the relevant ordinary resolutions to approve the Extension of Manufacturing Agreement and the New Caps at the SGM.

Yours faithfully,  
For and on behalf of  
**Alliance Capital Partners Limited**  
**Alyssa Ng**  
*Managing Director*

*Ms. Alyssa Ng is a licensed person under the SFO to carry on type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities and has participated in various initial public offerings and transactions involving companies listed in Hong Kong, including the provision of independent financial advisory services.*

The following are the Proposed Amendments to the existing Bye-laws. Unless otherwise specified, clauses and paragraphs referred to herein are clauses and paragraphs of the Amended and Restated Bye-laws.

*Note:* The Amended and Restated Bye-laws is prepared in English with no official Chinese version. Chinese translation is for reference only. In the event of any inconsistency, the English version shall prevail.

#### INTERPRETATION

1. In these Bye-laws, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<u>WORD</u>	<u>MEANING</u>
“Act”	the Companies Act 1981 of Bermuda.
“associate”	<del>the meaning attributed to it in the rules governing the listing of shares of the Company on the Designated Stock Exchange.</del>
<u>“announcement”</u>	<u>an official publication of a Notice or document of the Company, including a publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws.</u>
“Auditor”	the auditor of the Company for the time being and may include any individual or partnership.
“Bye-laws”	these Bye-laws in their present form or as supplemented or amended or substituted from time to time.
“Board” or “Directors”	the board of directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present.
“business day”	<del>any day on which the Designated Stock Exchange is open for business of dealing in securities. For the avoidance of doubt, where the Designated Stock Exchange is closed for the business of dealing in securities by reason of typhoon, black rainstorm warning or other similar events, such day shall for the purposes of these Bye-laws be counted as a business day.</del>
“capital”	the share capital <u>of the Company</u> from time to time <del>of the Company.</del>

“clear days” or “clear business days”	in relation to the period of notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
“clearing house”	<del>a recognised clearing house within the meaning of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any amendments thereto for the time in force or</del> a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction.
“close associate”	in relation to any Director, shall have the same meaning as <u>defined in the Listing Rules as modified from time to time, except that for purposes of Bye-law 100 where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules.</u>
“Company”	Mainland Headwear Holdings Limited.
“competent regulatory authority”	a competent regulatory authority in the territory where <del>the</del> the shares of the Company are listed or quoted on a stock exchange in such territory.
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	a stock exchange which is an appointed stock exchange for the purposes of the Act in respect of which the shares of the Company are listed or quoted and where such appointed stock exchange deems such listing or quotation to be the primary listing or quotation of the shares of the Company.
“dollars” and “\$”	dollars, the legal currency of Hong Kong
“electronic communication”	<u>a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other similar means in any form through any medium.</u>
“electronic meeting”	<u>a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
“head office”	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.

<u>“hybrid meeting”</u>	<u>a general meeting convened for the (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities.</u>
<u>“Listing Rules”</u>	<u>the rules and regulations of the Designated Stock Exchange.</u>
“Member”	a duly registered holder from time to time of the shares in the capital of the Company.
<u>“Meeting Location”</u>	<u>has the meaning given to it in Bye-law 64(A).</u>
“month”	a calendar month.
“Notice”	written notice unless otherwise specifically stated and as further defined in these Bye-laws.
“Office”	the registered office of the Company for the time being.
“paid up”	paid up or credited as paid up.
<u>“physical meeting”</u>	<u>a general meeting held and conducted by physical attendance and participation by Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.</u>
<u>“Principal Meeting Place”</u>	<u>shall have the meaning given to it in Bye-law 59(2).</u>
“Register”	the principal register and where applicable, any branch register of Members to be kept pursuant to the provisions of the Act.
“Registration Office”	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.
“Seal”	common seal or any one or more duplicate seals of the Company (including a securities seal) for use in Bermuda or in any place outside Bermuda.
“Secretary”	any person firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary.

“Statutes”	the Act and every other act of the Legislature of Bermuda for the time being in force applying to or affecting the Company, its memorandum of association and/or these Bye-laws.
<u>“substantial shareholder”</u>	<u>a person who is entitled to exercise, or to control the exercise of, 10% or more (or such other percentage as may be prescribed by the Listing Rules from time to time) of the voting power at any general meeting of the Company.</u>
“year”	a calendar year.

2. In these Bye-laws, unless there be something within the subject or context inconsistent with such construction:
- (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include both gender and the neuter;
  - (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
  - (d) the words:
    - (i) “may” shall be construed as permissive;
    - (ii) “shall” or “will” shall be construed as imperative;
  - (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or notice and the Member’s election comply with all applicable Statutes, rules and regulations~~including the rules of any Designated Stock Exchange~~;
  - (f) references to any act, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;
  - (g) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Bye-laws if not inconsistent with the subject in the context;



- (h) a resolution shall be a special resolution when it has been passed by a majority of not less than three-fourths of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Bye-law 59;
- (i) a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Bye-law 59;
- (j) a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Bye-laws or the Statutes; ~~and~~
- ~~(k)~~
- (k) a resolution shall be an extraordinary resolution when it has been passed by a majority of not less than two-thirds of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Bye-law 59;
- (l) references to a document (including, but without limitation, a resolution in writing) being signed or executed in these Bye-laws shall include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method as far as such mode or method is permitted under the applicable Statutes, rules and regulations and references to a notice or document in these Bye-laws shall include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;
- (m) references to the right of a Member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;
- (n) a reference to a meeting shall mean a meeting convened and held in any manner permitted by these Bye-laws and any Member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Bye-laws, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;

- (o) references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Bye-laws to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;
- (p) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise); and
- (q) where a Member is a corporation, any reference in these Bye-laws to a Member shall, where the context requires, refer to a duly authorised representative of such Member.

#### SHARE CAPITAL

3. (1) The share capital of the Company at the date on which these Bye-laws come into effect shall be divided into shares of \$Hong Kong dollars 0.10 each.
- (2) Subject to the Act, the Company's memorandum of association and, where applicable, the ~~rules of any Designated Stock Exchange~~Listing Rules and/or any competent regulatory authority, any power of the Company to purchase or otherwise acquire its own shares shall be exercisable by the Board upon such terms and subject to such conditions as it thinks fit.
- (3) ~~Neither~~Subject to compliance with the Listing Rules and the rules of any other competent regulatory authority, the Company ~~nor any of its subsidiaries shall directly or indirectly~~may give financial assistance to a person who is acquiring or proposing to acquire shares in the Company for the purpose of that acquisition whether before or at the same time as the acquisition takes place or afterwards ~~PROVIDED that nothing in this Bye-law shall prohibit transactions permitted by the Act~~for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.

#### ALTERATION OF CAPITAL

4. The Company may from time to time by ordinary resolution in accordance with Section 45 of the Act:
- (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;
- (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;

- (c) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine provided always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”;
  - (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may have any such preferred rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;
  - (e) change the currency denomination of its share capital;
  - (f) make provision for the issue and allotment of shares which do not carry any voting rights; and
  - (g) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled.
5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under the last preceding Bye-law and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise some person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company’s benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

6. The Company may from time to time by special resolution, subject to any confirmation or consent required by law, reduce its ~~authorised or~~ issued share capital or, save for the use of share premium as expressly permitted by the Act, any share premium account or other undistributable reserve ~~in any manner permitted by law.~~
7. Except so far as otherwise provided by the conditions of issue, or by these Bye-laws, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Bye-laws with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

#### SHARE RIGHTS

8. Subject to any special rights conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Company may by ordinary resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.
9. Subject to Sections 42 and 43 of the Act, these Bye-laws, and to any special rights conferred on the holders of any shares or attaching to any class of shares, any preference shares may be issued or converted into shares that, at a determinable date or at the option of the Company or the holder if so authorised by its memorandum of association, are liable to be redeemed on such terms and in such manner as the Company before the issue or conversion may by ordinary resolution of the Members determine. ~~Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Company in general meeting, either generally or with regard to specific purchases. If purchases are by tender, tenders shall be available to all Members alike.~~

#### VARIATION OF RIGHTS

10. Subject to the Act and without prejudice to Bye-law 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than threefourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Bye-laws relating to general meetings of the Company shall, mutatis mutandis, apply, but so that:
  - (a) the necessary quorum (other than at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than onethird in nominal value of the issued shares of that class and at any adjourned meeting of such holders, two holders present in person (or (in the case of a Member being a corporation,) its duly authorised representative) or by proxy (whatever the number of shares held by them) shall be a quorum; and

- (b) every holder of shares of the class shall be entitled to one vote for every such share held by him.
11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

#### SHARES

12. (1) Subject to the Act, ~~and these Bye-laws,~~ any direction that may be given by the Company in general meeting and, where applicable, the ~~rules of any Designated Stock Exchange Listing Rules~~ and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount to their nominal value. Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of ~~m~~Members for any purpose whatsoever.
- (2) The Board may issue warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.
13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the Act, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Bye-laws or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

15. Subject to the Act and these Bye-laws, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

#### SHARE CERTIFICATES

16. Every share certificate shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. The Seal may only be affixed or imprinted to a share certificate with the authority of the Directors, or be executed under the signature of appropriate officials with statutory authority, unless otherwise determined by the Directors. ~~No certificate shall be issued representing shares of more than one class shall be issued.~~ The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon or that such certificates need not be signed by any person.
17. (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.
- (2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of notices and, subject to the provisions of these Bye-laws, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.
18. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled, without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines.
19. Share certificates shall be issued within the relevant time limit as prescribed in the Act or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgment of a transfer with the Company.
20. (1) Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Bye-law. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance shall be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.

- (2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.
21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as the Designated Stock Exchange may determine to be the maximum fee payable or such lesser sum as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed.

#### LIEN

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such ~~m~~Member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Bye-law.
23. Subject to these Bye-laws, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.



CALLS ON SHARES

25. Subject to these Bye-laws and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no ~~m~~Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.
26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in one lump sum or by instalments.
27. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.
28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest wholly or in part.
29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
30. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of these Bye-laws; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.



31. Any amount payable in respect of a share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Bye-laws shall apply as if that amount had become due and payable by virtue of a call duly made and notified.
32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one month's Notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

#### FORFEITURE OF SHARES

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' Notice:
  - (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and
  - (b) stating that if the Notice is not complied with the shares on which the call was made will be liable to be forfeited.
- (2) If the requirements of any such Notice are not complied with, any share in respect of which such Notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.
35. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.
36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Bye-laws to forfeiture will include surrender.
37. Until cancelled in accordance with the requirements of the Act, a forfeited share shall be the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.

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

REGISTER OF MEMBERS

43. (1) The Company shall keep in one or more books a Register and shall enter therein the following particulars, that is to say:
- (a) the name and address of each Member, the number and class of shares held by him and, in respect of any shares that are not fully paid, the amount paid or agreed to be considered as paid on such shares;
  - (b) the date on which each person was entered in the Register; and
  - (c) the date on which any person ceased to be a Member.
- (2) Subject to the Act, the Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
44. The Register and branch register of Members, as the case may be, shall be open to inspection between 10 a.m. and 12 noon ~~on every~~during business ~~day~~hours by ~~Members~~members of the public without charge ~~or by any other person, upon a maximum payment of five Bermuda dollars,~~ at the Office or such other place ~~in Bermuda~~ at which the Register is kept in accordance with the Act ~~or, if appropriate, upon a maximum payment of ten dollars at the Registration Office.~~ The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper and where applicable, any other newspapers in accordance with the requirements of any Designated Stock Exchange or ~~published~~published by any means in ~~the~~such manner ~~in accordance with the requirements of the rules of~~ ~~as may be accepted by the~~ Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares.

RECORD DATES

45. ~~Notwithstanding~~Subject to the Listing Rules, notwithstanding any other provision of these Bye-laws the Company or the Directors may fix any date as the record date for:
- (a) determining the Members entitled to receive any dividend, distribution, allotment or issue; ~~and such record date may be on, or at any time not more than thirty (30) days before or after, any date on which such dividend, distribution, allotment or issue is declared, paid or made;~~
  - (b) determining the Members entitled to receive notice of and to vote at any general meeting of the Company.

TRANSFER OF SHARES

46. Subject to these Bye-laws, any Member may transfer all or any of his shares in any manner permitted by and in accordance with the Listing Rules or by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.
47. The instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to Bye-law 46, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Bye-laws shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.
48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four (4) joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.
- (2) No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.
- (3) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.
- (4) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place in Bermuda at which the Register is kept in accordance with the Act.

49. Without limiting the generality of the last preceding Bye-law, the Board may decline to recognise any instrument of transfer unless:
- (a) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;
  - (b) the instrument of transfer is in respect of only one class of share;
  - (c) the instrument of transfer is lodged at the Office or such other place in Bermuda at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
  - (d) if applicable, the instrument of transfer is duly and properly stamped.
50. If the Board refuses to register a transfer of any share, it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.
51. The registration of transfers of shares or of any class of shares may, after notice has been given by announcement or by electronic communication or by advertisement in an appointed newspaper and, where applicable, any other newspapers in accordance with the requirements of any Designated Stock Exchange or published by any means in the such manner in accordance with the requirements of the rules of as may be accepted by the Designated Stock Exchange to that effect be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.

#### TRANSMISSION OF SHARES

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Bye-law will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
53. Subject to Section 52 of the Act, any person becoming entitled to a share in consequence of the death or bankruptcy or windingup of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Bye-laws relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.

54. A person becoming entitled to a share by reason of the death or bankruptcy or windingup of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Bye-law 752(2) being met, such a person may vote at meetings.

#### UNTRACEABLE MEMBERS

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Bye-law, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.
- (2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:
- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Bye-laws of the Company have remained uncashed;
  - (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and
  - (c) the Company, if so required by the ~~rules governing the listing of shares on the Designated Stock Exchange~~ Listing Rules, has given notice to, and caused advertisement in newspapers in accordance with the requirements of, the Designated Stock Exchange to be made of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

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

- (3) To give effect to any such sale the Board may authorise some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Bye-law shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

#### GENERAL MEETINGS

56. ~~An~~Subject to the Act, an annual general meeting of the Company shall be held in each year other than the financial year in which its statutory meeting is convened at such time (within a period of not more than fifteenand such annual general meeting must be held within six (156) months after the holding end of the last preceding annual general meeting Company's financial year (unless a longer period would not infringe the rules of the Designated Stock Exchange, if any)~~and place as may be determined by the Board.~~
57. Each general meeting, other than an annual general meeting, shall be called a special general meeting. ~~General~~All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Bye-law 64A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.
58. The Board may whenever it thinks fit call special general meetings,~~and~~ Members holding at the date of deposit of the requisition not less than onetenth of the paid up capital of the Company carrying the right of voting at general meetings of the Company shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require a special general meeting to be called by the Board for the transaction of any business or resolution specified in such requisition; and such meeting shall be held in the form of a physical meeting only and within two (2) months after the deposit of such requisition. If within twenty-one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionists themselves may de ~~se~~convene such physical meeting in accordance with the provisions of Section 74(3) of the Act.



NOTICE OF GENERAL MEETINGS

59. (1) An annual general meeting shall be called by Notice of not less than twenty-one (21) clear days ~~and not less than twenty (20) clear business days and any special general meeting at which the passing of a special resolution is to be considered shall be called by Notice of not less than twenty-one (21) clear days and not less than ten (10) clear business days.~~ All other ~~special general meetings may~~(including a special general meeting) must be called by Notice of not less than fourteen (14) clear days ~~and not less than ten (10) clear business days~~ but if permitted by the ~~rules of the Designated Stock Exchange Listing Rules,~~ a general meeting may be called by shorter notice if it is so agreed:
- (a)(a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
- (b)(b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together ~~holding~~representing not less than ninety-five per cent. (95%) ~~in nominal value~~of the total voting rights at the meeting of all the issued shares giving that rightMembers.
- (2) The Notice shall specify (a) the time and place~~date~~ of the meeting ~~and~~, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Bye-law 64A, the principal place of the meeting (the "Principal Meeting Place"), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) particulars of resolutions to be considered at the meeting and, in case of special business, the general nature of the business. The Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Bye-laws or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, to all persons entitled to a share in consequence of the death or bankruptcy or winding up of a Member and to each of the Directors and the Auditors.
60. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.



PROCEEDINGS AT GENERAL MEETINGS

61. (1) All business shall be deemed special that is transacted at a special general meeting, and also all business that is transacted at an annual general meeting, with the exception of sanctioning dividends, the reading, considering and adopting of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet, the election of Directors and appointment of Auditors and other officers in the place of those retiring, the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors.
- (2) No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. Two (2) Members entitled to vote and present in person ~~(or in the case of a Member being a corporation by its duly~~ or by proxy or, for quorum purposes only, two persons appointed by the clearing house as authorised representative) or ~~by proxy,~~ shall form a quorum for all purposes.
62. If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and (where applicable) same place(s) or to such time and (where applicable) such place-as(s) and in such form and manner referred to in Bye-law 57 as the chairman of the meeting (or in default, the Board) may absolutely determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.
63. (1) The ~~president~~ chairman of the Company or ~~the~~ if there is more than one chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman at every a general meeting. If at any meeting the ~~president or the~~ no chairman, as the case may be, is not present within fifteen (15) minutes after the time appointed for holding the meeting, or if ~~neither of them~~ is willing to act as chairman, the deputy chairman of the Company or if there is more than one deputy chairman, any one of them as may be agreed amongst themselves or failing such agreement, any one of them elected by all the Directors present shall preside as chairman. If no chairman or deputy chairman is present or is willing to act as chairman of the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or by proxy and entitled to vote shall elect one of their number to be chairman of the meeting.
- (2) If the chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Bye-law 63(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.

64. ~~The~~Subject to Bye-law 64C, the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' Notice of the adjourned meeting shall be given specifying the ~~time and place of the adjourned meeting~~ details set out in Bye-law 59(2) but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.
- 64A. (1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.
- (2) All general meetings are subject to the following:
- (a) where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;
  - (b) Members present in person or by proxy at a Meeting Location and/or Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Members at all Meeting Locations and Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;
  - (c) where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting;

- (d) if any of the Meeting Locations is outside the jurisdiction of the Principal Meeting Place and/or in the case of a hybrid meeting, unless otherwise stated in the Notice, the provisions of these Bye-laws concerning the service and giving of Notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the Notice for the meeting.

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

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

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

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

- 64D. The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Bye-law shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.
- 64E. If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Bye-law shall be subject to the following:
- (a) when a meeting is so postponed, the Company shall endeavour to post a notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a notice shall not affect the automatic postponement of such meeting);
  - (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the Members of details of such change in such manner as the Board may determine;
  - (c) when a meeting is postponed or changed in accordance with this Bye-law, subject to and without prejudice to Bye-law 64, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Bye-laws not less than 48 hours before the time of the postponed or changed meeting; and
  - (d) notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the Members.

- 64F. All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Bye-law 64C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.
- 64G. Without prejudice to other provisions in Bye-law 64, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
65. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

#### VOTING

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

67.— Intentionally deleted

68.—

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

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

67. Where a resolution is voted on by a show of hands, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution. The result of a the poll shall be deemed to be the resolution of the meeting. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the rules of the Designated Stock Exchange Listing Rules.

69.— Intentionally deleted

70.— Intentionally deleted

71.—

68. On a poll votes may be given either personally or by proxy.

~~72~~69. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

730. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Bye-laws or by the Act. In the case of an equality of votes, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.

741. Where there are joint holders of any share any one of such joint holder may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Bye-law be deemed joint holders thereof.
752. (1) A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, by his receiver, committee, *curator bonis* or other person in the nature of a receiver, committee or *curator bonis* appointed by such court, and such receiver, committee, *curator bonis* or other person may vote ~~on a poll~~ by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting, or ~~poll~~ postponed meeting, as the case may be.
- (2) Any person entitled under Bye-law 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting or postponed meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
763. (1) No Member shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- (2) All Members shall have the right to (a) speak at a general meeting, and (b) vote at a general meeting except where a Member is required, by the Listing Rules, to abstain from voting to approve the matter under consideration.
- (3) Where the Company has knowledge that any Member is, under the ~~rules of the Designated Stock Exchange~~ Listing Rules, required to abstain from voting on any particular resolution of the Company or restricted to voting only for or only against any particular resolution of the Company, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.



774. If:

- (a) any objection shall be raised to the qualification of any voter; or
- (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (c) any votes are not counted which ought to have been counted;

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

#### PROXIES

785. Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise.

796. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the fact.

80.



77. (1) The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Bye-laws) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Bye-law is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Bye-law or if no electronic address is so designated by the Company for the receipt of such document or information.
- (2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate), or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or postponed meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or postponed meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting ~~in person~~ at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.

784. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Bye-laws has not been received in accordance with the requirements of these Bye-laws. Subject to aforesaid, if the proxy appointment and any of the information required under these Bye-laws is not received in the manner set out in these Bye-laws, the appointee shall not be entitled to vote in respect of the shares in question.
8279. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting or adjourned meeting or postponed meeting, at which the instrument of proxy is used.
830. Anything which under these Bye-laws a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Bye-laws relating to proxies and instruments appointing proxies shall apply *mutatis mutandis* in relation to any such attorney and the instrument under which such attorney is appointed.

#### CORPORATIONS ACTING BY REPRESENTATIVES

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

- (3) Any reference in these Bye-laws to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Bye-law.

#### WRITTEN RESOLUTIONS OF MEMBERS

852. (1) Subject to the Act, a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Bye-laws, be treated as a resolution duly passed at a general meeting of the Company and, where relevant, as a special resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and where the resolution states a date as being the date of his signature thereof by any Member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant Members.
- (2) Notwithstanding any provisions contained in these Bye-laws, a resolution in writing shall not be passed for the purpose of removing a Director before the expiration of his term of office under Bye-law 863(4) or for the purposes set out in Bye-law 1542(3) relating to the removal and appointment of the Auditor.

#### BOARD OF DIRECTORS

863. (1) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than two (2). There shall be no maximum number of Directors unless otherwise determined from time to time by the Members in general meeting. The Directors shall be elected or appointed in the first place at the statutory meeting of Members and thereafter at the annual general meeting in accordance with Bye-law 874 or at any special general meeting called for such purpose and who shall hold office until for such term as the next appointment of Directors Members may determine or, in the absence of such determination, in accordance with Bye-law 84 or until their successors are elected or appointed or their office is otherwise vacated. Any general meeting may authorise the Board to fill any vacancy in their number left unfilled at a general meeting.
- (2) The Directors shall have the power from time to time and at any time to appoint any person as a Director either to fill a casual vacancy on the Board or, subject to authorisation by the Members in general meeting, as an addition to the existing Board but so that the number of Directors so appointed shall not exceed any maximum number determined from time to time by the Members in general meeting. Any Director so appointed ~~by the Board~~ shall hold office ~~only until the next following~~ first annual general meeting of the Company after his appointment and shall then be eligible for re-election ~~at that meeting~~.
- (3) Neither a Director nor an alternate Director shall be required to hold any shares of the Company by way of qualification and a Director or alternate Director (as the case may be) who is not a Member shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company.

- (4) ~~Subject to any provision to the contrary in these Bye-laws the~~The Members may, at any general meeting convened and held in accordance with these Bye-laws, by ordinary resolution remove a Director (including a managing or other executive director) at any time before the expiration of his ~~period~~term of office notwithstanding anything ~~to the contrary in~~ these Bye-laws or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement) provided that the Notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director fourteen (14) days before the meeting and at such meeting such Director shall be entitled to be heard on the motion for his removal.
- (5) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (4) above may be filled by the election or appointment by the Members at the meeting at which such Director is removed to hold office until the next appointment of Directors or until their successors are elected or appointed or, in the absence of such election or appointment such general meeting may authorise the Board to fill any vacancy in the number left unfilled.
- (6) The Company may from time to time in general meeting by ordinary resolution increase or reduce the number of Directors but so that the number of Directors shall never be less than two (2).

#### RETIREMENT OF DIRECTORS

874. (1) Notwithstanding any other provisions in the Bye-laws, at each annual general meeting one-third of the Directors for the time being (or, if their number is not ~~three (3)~~ or a multiple of three (3), ~~then~~ the number nearest to but not ~~greater~~less than one-third) shall retire from office by rotation; provided that every Director ~~(including those appointed for a specific term, the chairman of the Board and managing director of the Company)~~ shall be subject to retirement ~~by rotation~~ at least once every three years.
- (2) A retiring Director shall be eligible for re-election and shall continue to act as a Director throughout the meeting at which he retires. The Directors to retire by rotation shall include (so far as necessary to ascertain the number of directors to retire by rotation) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. Any Director appointed pursuant to Bye-law ~~863~~(2) shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation.

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

#### DISQUALIFICATION OF DIRECTORS

896. The office of a Director shall be vacated if the Director:

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

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.

EXECUTIVE DIRECTORS

- ~~9087.~~ The Board may from time to time appoint any one or more of its body to be a managing director, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Bye-law shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.
9488. Notwithstanding Bye-laws 963, 974, 985 and 996, an executive director appointed to an office under Bye-law ~~9087~~ hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

892. Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the person or body which appointed him and, subject thereto, the office of alternate Director shall continue until the ~~next annual election of Directors or, if earlier, the date on~~happening of any event which the relevant, if he were a Director, would cause him to vacate such office or if his appointer ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Bye-laws shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.

930. An alternate Director shall only be a Director for the purposes of the Act and shall only be subject to the provisions of the Act insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.
941. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being absent from Hong Kong or otherwise not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
952. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be reappointed by the Directors to serve as an alternate Director PROVIDED always that, if at any meeting any Director retires but is reelected at the same meeting, any appointment of such alternate Director pursuant to these Bye-laws which was in force immediately before his retirement shall remain in force as though he had not retired.

#### DIRECTORS' FEES AND EXPENSES

963. The ordinary remuneration of the Directors shall from time to time be determined by the Company in general meeting and shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Board in such proportions and in such manner as the Board may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall be deemed to accrue from day to day.
974. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.



985. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Bye-law.
996. The Board shall obtain the approval of the Company in general meeting before making any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

DIRECTORS' INTERESTS

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97. A Director may:

- (a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and, subject to the relevant provisions of the Act, upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Bye-law;
- (b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director; and
- (c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Bye-laws the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.



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98. Subject to the Act and to these Bye-laws, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Bye-law ~~102~~99 herein.

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

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

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

1030. (1) A Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he ~~and~~/or any of his ~~associate(s)~~close associates ~~is/are~~ materially interested, but this prohibition shall not apply to any of the following matters namely:

- (i) ~~any contract or arrangement for the giving of any security or indemnity either:-~~
  - (a) ~~to sue~~the Director ~~and/or his close associate(s)~~ ~~any security or indemnity~~ in respect of money lent ~~by him or any of his associate(s)~~ or obligations incurred or undertaken by him or any of ~~his associate(s)~~them at the request of or for the benefit of the Company or any of its subsidiaries; or

- ~~(b) (ii) any contract or arrangement for the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director and/or his close associate(s) has himself/ themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;~~
- ~~(iii) any ~~contract or arrangement~~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 and/or his close associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;~~
- ~~(iv) any contract or arrangement in which the Director and/or his associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company or any of its subsidiaries by virtue only of his/their interest in shares or debentures or other securities of the Company;~~
- ~~(v) any contract or arrangement concerning any other company in which the Director and/or his associate(s) is/are interested only, whether directly or indirectly, as an officer or executive or a shareholder other than a company in which the Director and/or his associate(s) is/are beneficially interested in five (5) per cent. or more of the issued shares or of the voting rights of any class of shares of such company (or any third company through which his interest or that of any of his associate(s) is derived); or~~
- ~~(vi) any proposal concerning~~
- (iii) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
- (a) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme; under which the Director or his close associate(s) may benefit; or
- (b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme or other arrangement which relates both to directorthe Director, his close associate(s) and employeesemployee(s) of the Company or of any of its subsidiaries and does not provide in respect of any Director, or his close associate(s), as such any privilege or advantage not generally accorded to the employeesclass of persons to which such scheme or fund relates;
- (iv) any contract or arrangement in which the Director or his close associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.

- ~~(2) A company shall be deemed to be a company in which a Director and/or his associate(s) owns five (5) per cent. or more if and so long as (but only if and so long as) he and/or his associate(s), (either directly or indirectly) are the holders of or beneficially interested in five (5) per cent. or more of any class of the equity share capital of such company or of the voting rights available to members of such company (or of any third company through which his/their interest or that of any of his associate(s) is/are derived). For the purpose of this paragraph there shall be disregarded any shares held by a Director and/or his associate(s) as bare or custodian trustee and in which he or any of them has no beneficial interest, any shares comprised in a trust in which the interest of the Director and/or his associate(s) is/are in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director and/or his associate(s) is/are interested only as a unit holder and any shares which carry no voting right at general meetings and very restrictive dividend and return of capital right.~~
- ~~(3) Where a company in which a Director and/or his associate(s) holds five (5) per cent. or more is/are materially interested in a transaction, then that Director and/or his associate(s) shall also be deemed materially interested in such transaction.~~
- ~~(4~~
- (2) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) and/or his associate(s) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director and/or his associate(s) concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

#### GENERAL POWERS OF THE DIRECTORS

1041. (1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Bye-laws required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Bye-laws and to such regulations being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Bye-law shall not be limited or restricted by any special authority or power given to the Board by any other Bye-law.

- (2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.
- (3) Without prejudice to the general powers conferred by these Bye-laws it is hereby expressly declared that the Board shall have the following powers:
  - (a) to give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed-;
  - (b) to give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration-; and
  - (c) to resolve that the Company be discontinued in Bermuda and continued in a named country or jurisdiction outside Bermuda subject to the provisions of the Act.

1052. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes) and pay the working expenses of any staff employed by them upon the business of the Company. The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.

1063. The Board may by power of attorney appoint under the Seal any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Bye-laws) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the Seal.

1074. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
1085. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.
1096. (1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.
- (2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

#### BORROWING POWERS

1107. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
1108. Debentures, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

~~11209.~~ Any debentures, bonds or other securities may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

1130. (1) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the Members or otherwise, to obtain priority over such prior charge.
- (2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Act, of all charges specifically affecting the property of the Company and of any series of debentures issued by the Company and shall duly comply with the requirements of the Act in regard to the registration of charges and debentures therein specified and otherwise.

#### PROCEEDINGS OF THE DIRECTORS

1141. The Board may meet for the despatch of business, adjourn or postpone and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.

1152. A meeting of the Board may be convened by the Secretary on request of a Director or by any Director. The Secretary shall convene a meeting of the Board ~~of which notice may~~whenever he shall be required so to do by any Director. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director in writing or verbally (including in person or by telephone) or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website or in such other manner as the Board may from time to time determine whenever he shall be required so to do by the president or chairman, as the case may be, or any Director.

1163. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two (2). An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.
- (2) Directors may participate in any meeting of the Board by means of a conference telephone, electronic or other communications equipment through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person.
- (3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

1174. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Bye-laws, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Bye-laws as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.
1185. The Board may elect ~~aone or more~~ chairman and one or more deputy chairman of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting ~~neither the~~no chairman ~~nor any~~or deputy chairman is present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
1196. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.
12017. (1) The Board may delegate any of its powers, authorities and discretions to committees, consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.
- (2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.
1218. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Bye-laws for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Bye-law.
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19. A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill-health or disability, and all the alternate Directors, if appropriate, whose appointors are temporarily unable to act as aforesaid shall be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held provided that such number is sufficient to constitute a quorum and that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Bye-laws and further provided that no Director is aware of or has received any objection to the resolution from any Director. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Bye-law. Such resolution may be



contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a meeting of the Board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a Director has a conflict of interest and the Board has determined that such conflict of interest to be material.

1230. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

#### MANAGERS

1241. The Board may from time to time appoint a general manager, a manager or managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager, manager or managers who may be employed by him or them upon the business of the Company.

1252. 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.

1263. The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as the Board may in their absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

#### OFFICERS

1274. (1) The officers of the Company shall consist of ~~a president and vice-president or chairman and deputy chairman,~~ the Directors and Secretary and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Act and, subject to Bye-law 128(4), these Bye-laws.

~~(2) The Directors shall, as soon as may be after each appointment or election of Directors, elect amongst the Directors a president and a vice-president or a chairman and a deputy chairman; and if more than one (1) Director is proposed for either of these offices, the election to such office shall take place in such manner as the Directors may determine.~~



- (3)
- (2) The officers shall receive such remuneration as the Directors may from time to time determine.
- (43) Where the Company appoints and maintains a resident representative ordinarily resident in Bermuda in accordance with the Act, the resident representative shall comply with the provisions of the Act.
- (4) The Company shall provide the resident representative with such documents and information as the resident representative may require in order to be able to comply with the provisions of the Act.
- (5) The resident representative shall be entitled to have notice of, attend and be heard at all meetings of the Directors or of any committee of such Directors or general meetings of the Company.
1285. (1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two (2) or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.
- (2) The Secretary shall attend all meetings of the Members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Act or these Bye-laws or as may be prescribed by the Board.
- ~~129. The president or the chairman, as the case may be, shall act as chairman at all meetings of the Members and of the Directors at which he is present. In his absence a chairman shall be appointed or elected by those present at the meeting.~~
1306. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.
13127. A provision of the Act or of these Bye-laws requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

REGISTER OF DIRECTORS AND OFFICERS

1328. (1) The Board shall cause to be kept in one or more books at the Office a Register of Directors and Officers and shall enter therein the following particulars with respect to each Director and Officer, that is to say:
- (a) in the case of an individual, his or her present first name, surname and address; and
  - (b) in the case of a company, its name and registered office.
- (2) The Board shall within a period of fourteen (14) days from the occurrence of:
- (a) any change among the Directors and Officers; or
  - (b) any change in the particulars contained in the Register of Directors and Officers,
- cause to be entered on the Register of Directors and Officers the particulars of such change ~~and of the date on which it occurred.~~
- (3) The Register of Directors and Officers shall be open to inspection by members of the public without charge at the Office between 10:00 a.m. and 12:00 noon ~~on every~~during business ~~day~~hours.
- (4) In this Bye-law “Officer” has the meaning ascribed to it in Section 92A(7) of the Act.

MINUTES

- 13329.(1) The Board shall cause Minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of officers;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings of each general meeting of the Members, and meetings of the Board ~~and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.~~
- (2) Minutes prepared in accordance with the Act and these Bye-laws shall be kept by the Secretary at the Office.

SEAL

1340. (1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal with the addition of the words "Securities Seal" on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Bye-laws, any instrument to which a Seal is affixed shall be signed autographically by one Director and the Secretary or by two Directors or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in the manner provided by this Bye-law shall be deemed to be sealed and executed with the authority of the Board previously given.
- (2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions on the use thereof as may be thought fit. Wherever in these Bye-laws reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

AUTHENTICATION OF DOCUMENTS

1351. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office or the head office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

1362. (1) The Company shall be entitled to destroy the following documents at the following times:
- (a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;
  - (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate variation cancellation or notification was recorded by the Company;
  - (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;
  - (d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and
  - (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven (7) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

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

- (2) Notwithstanding any provision contained in these Bye-laws, the Directors may, if permitted by applicable law, authorise the destruction of documents set out in sub-paragraphs (a) to (e) of paragraph (1) of this Bye-law and any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that this Bye-law shall apply only to the destruction of a document in good faith and without express notice to the Company and its share registrar that the preservation of such document was relevant to a claim.

DIVIDENDS AND OTHER PAYMENTS

1373. Subject to the Act, the Company in general meeting may from time to time declare dividends in any currency to be paid to the Members but no dividend shall be declared in excess of the amount recommended by the Board. The Company in general meeting may also make a distribution to the Members out of any contributed surplus (as ascertained in accordance with the Act).
1384. No dividend shall be paid or distribution made out of contributed surplus if to do so would render the Company unable to pay its liabilities as they become due or the realisable value of its assets would thereby become less than ~~the aggregate of its liabilities and its issued share capital and share premium accounts.~~
1395. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Bye-law as paid up on the share; and
  - (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
14036. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the Company halfyearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.
14137. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
14238. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

1439. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.
1440. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.
1451. Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

1462. (1) Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on any class of the share capital of the Company, the Board may further resolve either:
- (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
    - (i) the basis of any such allotment shall be determined by the Board;
    - (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
    - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
    - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis;  
or
  - (b) that the 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:
    - (i) the basis of any such allotment shall be determined by the Board;

- (ii) the Board, after determining the basis of allotment, shall give not less than two (2) weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
  - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
  - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account other than the Subscription Rights Reserve (as defined below)) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Bye-law shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of subparagraph (a) or (b) of paragraph (21) of this Bye-law in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Bye-law shall rank for participation in such distribution, bonus or rights.
- (b) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Bye-law, with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.



- (3) The Company may upon the recommendation of the Board by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) of this Bye-law a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- (4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Bye-law shall not be made available or made to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.
- (5) Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Bye-law shall *mutatis mutandis* apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.

#### RESERVES

1473. Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

CAPITALISATION

1484. (1) The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the footing that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Bye-law ~~and subject to Section 40(2A) of the Act~~, a share premium account and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid. In carrying sums to reserve and in applying the same the Board shall comply with the provisions of the Act.
- (2) Notwithstanding any provisions in these Bye-laws, the Board may resolve to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution by applying such sum in paying up unissued shares to be allotted to (i) employees (including directors) of the Company and/or its affiliates (meaning any individual, corporation, partnership, association, joint-stock company, trust, unincorporated association or other entity (other than the Company) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company) upon exercise or vesting of any options or awards granted under any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting, or (ii) any trustee of any trust to whom shares are to be allotted and issued by the Company in connection with the operation of any share incentive scheme or employee benefit scheme or other arrangement which relates to such persons that has been adopted or approved by the Members at a general meeting.
1495. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution under the last preceding Bye-law and in particular may issue certificates in respect of fractions of shares or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

SUBSCRIPTION RIGHTS RESERVE

15046. The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Act:

- (1) If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the nominal value of a share, then the following provisions shall apply:
  - (a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Bye-law) maintain in accordance with the provisions of this Bye-law a reserve (the "Subscription Rights Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;
  - (b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;
  - (c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as fully paid, such additional nominal amount of shares as is equal to the difference between:
    - (i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and
    - (ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par

and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrant holders; and

- (d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrant holder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrant holder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrant holder upon the issue of such certificate.
- (2) Shares allotted pursuant to the provisions of this Bye-law shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Bye-law, no fraction of any share shall be allotted on exercise of the subscription rights.
- (3) The provision of this Bye-law as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrant holder or class of warrant holders under this Bye-law without the sanction of a special resolution of such warrant holders or class of warrant holders.
- (4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrant holders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.

ACCOUNTING RECORDS

15147. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Act or necessary to give a true and fair view of the Company's affairs and to explain its transactions.
15248. The accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Board decides and shall always be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.
15349. Subject to Section 88 of the Act and Bye-law 153A0, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one (21) days before the date of the annual general meeting and laid before the Company ~~in~~ at the annual general meeting in accordance with the requirements of the Act provided that this Bye-law shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.
- 153A0. To the extent permitted by and subject to ~~the~~ due compliance with all applicable Statutes, rules and regulations, including, without limitation ~~the rules of, the Designated Stock Exchange Listing Rules,~~ and to obtaining all necessary consents, if any, required thereunder, the requirements of Bye-law 15349 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, summarised financial statements derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him, in addition to summarised financial statements, a complete printed copy of the Company's annual financial statements and the directors' report thereon.

~~153B1.~~ The requirement to send to a person referred to in Bye-law ~~15349~~ the documents referred to in that provision or a summary financial report in accordance with ~~the~~ Bye-law ~~153A0~~ shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the ~~rules of the Designated Stock Exchange Listing Rules~~, the Company publishes copies of the documents referred to in Bye-law ~~15349~~ and , if applicable, a summary financial report complying with Bye-law ~~153A0~~, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.

#### AUDIT

1542. (1) Subject to Section 88 of the Act, at the annual general meeting or at a subsequent special general meeting in each year, the Members shall by ordinary resolution appoint an aAuditor to audit the accounts of the Company and such auditor shall hold office until the Members appoint another aAuditor. Such aAuditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company.

(2) Subject to Section 89 of the Act, a person, other than an incumbent Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice in writing of an intention to nominate that person to the office of Auditor has been given not less than twenty-one (21) days before the annual general meeting and furthermore, the Company shall send a copy of any such notice to the incumbent Auditor.

(3) The Members may, at any general meeting convened and held in accordance with these Bye-laws, by ~~special~~extraordinary resolution remove the Auditor at any time before the expiration of his term of office and shall by ordinary resolution at that meeting appoint another Auditor in his stead for the remainder of his term.

1553. Subject to Section 88 of the Act the accounts of the Company shall be audited at least once in every year.

1564. The remuneration of the Auditor shall be fixed and approved by the ~~Company~~Members in general meeting by ordinary resolution or in such manner as the Members may determine.

~~157. If the office of auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or other disability at a time when his services are required, the Directors shall as soon as practicable convene a special general meeting to fill the vacancy.~~

1585. The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Directors under this Bye-law may be fixed by the Board. Subject to Bye-law 152(3), an Auditor appointed under this Bye-law shall hold office until the next following annual general meeting of the Company and shall then be subject to appointment by the Members under Bye-law 152(1) at such remuneration to be determined by the Members under Bye-law 154.
156. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.
1597. The statement of income and expenditure and the balance sheet provided for by these Bye-laws shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in general meeting. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than Bermuda. If the auditing standards of a country or jurisdiction other than Bermuda are used, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.

#### NOTICES

16058. (1) Any Notice or document (including any "corporate communication" within the meaning ascribed thereto under the ~~rules of the Designated Stock Exchange~~Listing Rules), whether or not, to be given or issued under these Bye-laws from the Company ~~to a Member~~ shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and any such Notice and document may be ~~served~~given or ~~delivered~~issued by the ~~Company on or to any Member~~ either following means:
- (a) by serving it personally ~~or~~ on the relevant person;
  - (b) by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose ~~or, as the case may be, by transmitting;~~
  - (c) by delivering or leaving it ~~to any~~ at such address ~~or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of Notice to him or which the person transmitting the Notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by~~ as aforesaid;



- (d) by placing an advertisement in appointed newspapers (as defined in the Act) or other publication and where applicable, in newspapers published daily and circulating generally in the territory of and in accordance with the requirements of the Designated Stock Exchange or, to the extent permitted by the applicable laws, by placing;
- (e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Bye-law 158(5), subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person;
- (f) by publishing it on the Company's website or the website of the Designated Stock Exchange, to which the relevant person may have access, subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to the Member a notice stating any such person that the Notice or other notice, document or publication is available thereon the Company's computer network website (a "notice of availability"); or
- (g) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.
- (2) The notice of availability may be given to the Member by any of the means set out above other than by posting it on a website.
- (3) In the case of joint holders of a share all Notices shall be given to that one of the joint holders whose name stands first in the Register and Notice so given shall be deemed a sufficient service on or delivery to all the joint holders.
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- (4) Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address (including electronic address) being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.
- (5) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Bye-laws may register with the Company an electronic address to which notices can be served upon him.



- (6) Subject to any applicable laws, rules and regulations and the terms of these Bye-laws, any notice, document or publication, including but not limited to the documents referred to in Bye-laws 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language.

159. Any Notice or other document:

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice placed on the Company's website or the website of the Designated Stock Exchange is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;
- (c) if published on the Company's website, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's website to which the relevant person may have access or the day on which the notice of availability is deemed to have been served or delivered to such person under these Bye-laws, whichever is later;
- (d) if served or delivered in any other manner contemplated by these Bye-laws, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch, transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence thereof; and
- ~~(d) may be given to a Member either in the English language or the Chinese language, subject to due compliance with all applicable Statutes, rules and regulations~~
- (e) if published as an advertisement in a newspaper or other publication permitted under these Bye-laws, shall be deemed to have been served on the day on which the advertisement first so appears.

1620. (1) Any Notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Bye-laws shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the ~~n~~Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
- (2) A ~~n~~Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the ~~n~~Notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.
- (3) Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every ~~n~~Notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

#### SIGNATURES

1631. For the purposes of these Bye-laws, a ~~cable or telex or~~ facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received. The signature to any notice or document to be given by the Company may be written, printed or made electronically.

#### WINDING UP

1642. (1) ~~The~~Subject to Bye-law 162(2), the Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.
- (2) A resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.

1653. If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by the Act, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of properties of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

#### INDEMNITY

1664. (1) The Directors, Secretary and other officers and every Auditor ~~for the time being~~ of the Company at any time, whether at present or in the past, and the liquidator or trustees (if any) ~~for the time being acting or who have acted~~ in relation to any of the affairs of the Company and everyone of them, and everyone of their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their or any of their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, in their respective offices or trusts; and none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any of said persons.
- (2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.

ALTERATION OF BYE-LAWS AND AMENDMENT TO  
MEMORANDUM OF ASSOCIATION AND NAME OF COMPANY

1675. No Bye-law shall be rescinded, altered or amended and no new Bye-law shall be made until the same has been approved by a resolution of the Directors and confirmed by a special resolution of the Members. A special resolution shall be required to alter the provisions of the memorandum of association or to change the name of the Company.

INFORMATION

1686. 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 Directors it will be inexpedient in the interests of the ~~members of the Company~~ Members to communicate to the public.

## 1. 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 document misleading.

## 2. DISCLOSURE OF INTERESTS

### (a) Interests and short positions of the Directors and the chief executive of the Company in the securities of the Company and its associated corporations

As at the Latest Practicable Date, the interests and short positions of the Directors and the chief executive of the Company in the Shares, underlying Shares or debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO) which were required (a) to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (b) pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (c) to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies (the “**Model Code**”) contained in the Listing Rules, were as follows:

#### *Long positions in Shares and underlying Shares of the Company*

Name of Director	Number of Underlying shares		Number of Shares	Total	Percentage of interest
	Personal interest	Other interest			
Mr. Ngan Hei Keung	–	232,583,400 <i>(notes 1, 2)</i>	47,040,000 <i>(notes 3, 4)</i>	279,623,400	65.60%
Madam Ngan Po Ling, Pauline <i>BBS, JP</i>	39,698,400 <i>(note 2)</i>	192,885,000 <i>(note 1)</i>	47,040,000 <i>(notes 3, 4)</i>	279,623,400	65.60%
Mr. Ngan Siu Hon, Alexander	–	–	2,100,000 <i>(note 5)</i>	2,100,000	0.49%
Mr. James S. Patterson	–	–	1,050,000 <i>(note 6)</i>	1,050,000	0.25%
Mr. Lai Man Sing	–	–	1,050,000 <i>(note 7)</i>	1,050,000	0.25%

*Notes:*

- (1) 192,885,000 Shares are legally and beneficially owned by Successful Years International Co., Ltd., a company ultimately and beneficially owned by Mr. Ngan Hei Keung and Madam Ngan as to 40% and 60% respectively.
- (2) The 39,698,400 Shares are beneficially owned by Madam Ngan.
- (3) Pursuant to the contingent purchase deed renewed on 22 September 2019 between Mr. Ngan, Madam Ngan and NEHK, NEHK is entitled to require Mr. Ngan and Madam Ngan to purchase up to 39,800,000 Shares on the terms and conditions of the said deed. The number of underlying shares has been adjusted to 41,790,000 after adjustment for bonus shares issued in June 2022.
- (4) Mr. Ngan and Madam Ngan are entitled to subscribe for 2,100,000 Shares and 3,150,000 Shares respectively pursuant to the outstanding options granted under the Company's share options scheme.
- (5) Mr. Ngan Siu Hon, Alexander is entitled to subscribe for 2,100,000 Shares pursuant to the outstanding options granted under the Company's share options scheme.
- (6) Mr. James S. Patterson is entitled to subscribe for 1,050,000 Shares pursuant to the outstanding options granted under the Company's share options scheme.
- (7) Mr. Lai Man Sing is entitled to subscribe for 1,050,000 Shares pursuant to the outstanding options granted under the Company's share options scheme.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors and the chief executive of the Company had or was deemed to have any interests or short positions in the Shares, underlying Shares or debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which were required (a) to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (b) pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (c) to be notified to the Company and the Stock Exchange pursuant to the Model Code.

**(b) Persons who have an interest or short position which is discloseable under Divisions 2 and 3 of Part XV of the SFO and substantial Shareholders**

So far as is known to the Directors and the chief executive, as at the Latest Practicable Date, the following person (not being Director or chief executive of the Company) had, or was deemed to have, interests or short positions in the Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or who were directly or indirectly interested in 10% or more of the issued voting shares at general meetings of any member of the Group:

*Long positions in Shares and underlying Shares*

<b>Name</b>	<b>Capacity</b>	<b>Number of Shares</b>	<b>Percentage of interest</b>
Successful Years International Co., Ltd. <i>(note 1)</i>	Beneficial owner	192,885,000	45.25%
Mr. Christopher Koch <i>(note 2)</i>	Interest of a controlled corporation	83,581,050	19.61%
NEHK <i>(note 2)</i>	Beneficial owner	83,581,050	19.61%

*Notes:*

1. Successful Years International Co., Ltd. is owned by Mr. Ngan Hei Keung and Madam Ngan as to 40% and 60% respectively. The interests of Mr. Ngan Hei Keung and Madam Ngan in the Shares and underlying Shares of the Company have been disclosed in section 2(a) of this Appendix. Also, Mr. Ngan Hei Keung and Madam Ngan are the directors of Successful Years International Co., Ltd.
2. Mr. Christopher Koch owns 75% of the issued share capital of NEHK. As such, Mr. Christopher Koch is deemed to be interested in the 83,581,050 Shares.

*Short positions in the underlying Shares:*

<b>Name</b>	<b>Number of underlying Shares</b>	<b>Percentage of interest</b>
Mr. Christopher Koch	41,790,000 <i>(note)</i>	9.80%
NEHK	41,790,000 <i>(note)</i>	9.80%

*Note:*

Pursuant to the contingent purchase deed dated 22 September 2019 between Mr. Ngan, Madam Ngan and NEHK, NEHK is entitled to sell up to 39,800,000 Shares to Mr. Ngan and Madam Ngan on the terms and conditions of the said deed. In view of Mr. Koch's 75% shareholding interest in NEHK, Mr. Koch is also taken to have interest in short position of 39,800,000 underlying Shares. The number of underlying shares has been adjusted to 41,790,000 after adjustment for bonus shares issued in June 2022.

Save as disclosed above, as at the Latest Practicable Date, the Directors were not aware of any other person (other than the Directors and the chief executive of the Company) who had, or was deemed to have, interests or short positions in the Shares or underlying Shares (including any interests in options in respect of such capital), which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who was expected, directly or indirectly, to be interested in 10% or more of the issued voting shares at general meetings of any member of the Group.

### **3. DIRECTORS' OTHER INTERESTS**

As at the Latest Practicable Date, so far as the Directors were aware of, none of the Directors or their respective close associates had any interest in a business which competes or is likely to compete, either directly or indirectly, with the business of the Group.

As at the Latest Practicable Date, none of the Directors had any interest, either direct or indirect, in any assets which had been acquired or disposed of by or leased to or were proposed to be acquired or disposed of by or leased to any member of the Group since 31 December 2021, being the date to which the latest published audited financial statements of the Company were made up.

There was no contract or arrangement entered into by any member of the Group subsisting at the Latest Practicable Date in which any Director was materially interested and which was significant to the business of the Group.

### **4. SERVICE CONTRACTS**

As at the Latest Practicable Date, none of the Directors had any existing or proposed service contracts with the Group (excluding contracts expiring or terminable by the employer within one year without payment of compensation other than statutory compensation).

### **5. MATERIAL ADVERSE CHANGE**

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 31 December 2021, being the date to which the latest audited financial statements of the Company were made up.



## 6. EXPERT

Alliance Capital has given and has not withdrawn its written consent to the issue of this circular with the inclusion herein of its letter and/or references to its name in the form and context in which they appear.

The following is the qualification of the expert who has provided its advice, which is contained in this circular:

<b>Name</b>	<b>Qualification</b>
Alliance Capital	A licensed corporation to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) of the regulated activities under the SFO

As at the Latest Practicable Date, Alliance Capital was not beneficially interested in the share capital of any member of the Group nor did it have any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for any Shares, convertible securities, warrants, options or derivatives which carry voting rights in any member of the Group nor did it have any interest, either direct or indirect, in any assets which have been, since the date to which the latest published audited financial statements of the Company were made up (i.e. 31 December 2021), acquired or disposed of by or leased to or are proposed to be acquired or disposed of by or leased to any member of the Group.

## 7. MISCELLANEOUS

- (a) The registered office of the Company is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda, and the head office and principal place of business in Hong Kong of which is at Rooms 2301–2305, 23rd Floor, FTLife Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong.
- (b) The principal share registrar and transfer office of the Company is Conyers Corporate Services (Bermuda) Limited at 6 Front Street, Hamilton HM 11, Bermuda. and the Hong Kong branch share registrar and transfer office of which is Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong.
- (c) The company secretary of the Company is Ms. Chan Hoi Ying who is an associate member of the Hong Kong Institute of Certified Public Accountants.
- (d) The English text of this circular and the accompanying form of proxy shall prevail over their respective Chinese texts in case of inconsistency.

**8. DOCUMENTS ON DISPLAY**

Copies of the following documents will be published on the website of the Company at (<http://www.mainland.com.hk>) and the website of the Stock Exchange at ([www.hkexnews.hk](http://www.hkexnews.hk)) for a period of not less than 14 days from the date of this circular:

- (a) the Manufacturing Agreement (as redacted in accordance with the waiver granted by the Stock Exchange, the details of which are set out in the paragraph headed “Application for a waiver from strict compliance with the Listing Rules” in the letter from the Board of the Circular);
- (b) the letter of recommendation from the Independent Board Committee to the Independent Shareholders, the text of which is set out on page 23 of this circular;
- (c) the letter from the Independent Financial Adviser containing its advice to the Independent Board Committee and the Independent Shareholders, the text of which is set out on pages 24 to 42 of this circular; and
- (d) the written consent of the Independent Financial Adviser referred to in the paragraph headed “Expert” in this Appendix.

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## NOTICE OF SPECIAL GENERAL MEETING

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### MAINLAND HEADWEAR HOLDINGS LIMITED

飛達帽業控股有限公司\*

(Incorporated in Bermuda with limited liability)

(Stock code: 1100)

NOTICE IS HEREBY GIVEN that the Special General Meeting (the “SGM”) of Mainland Headwear Holdings Limited (the “Company”) will be held at Strategic Financial Relations Limited, 24/F, Admiralty Centre 1, 18 Harcourt Road, Hong Kong at 11:00 a.m. on Monday, 31 October 2022 for the following purposes:

#### ORDINARY RESOLUTIONS

1. As special business, to consider and, if thought fit, pass, with or without amendments, the following resolution as an ordinary resolution:

“THAT:

- (a) the extension (the “**Extension of Manufacturing Agreement**”) of the manufacturing agreement (the “**Manufacturing Agreement**”) dated 22 November 2019 between Wintax Trading Limited (a wholly-owned subsidiary of the Company) and the Company of one part (collectively, “**Manufacturer**”) and New Era Cap, LLC (in substitution of New Era Cap Co., Inc. subsequent to merger by operation of law) (“**NEC**”) and New Era Cap Hong Kong, LLC of the other part in relation to the appointment of the Manufacturer as approved manufacturer for the production and manufacture of products to the purchasers (including NEC, affiliates of NEC and purchasers designated by NEC) for an extended term of two years from 1 January 2023 through 31 December 2024 and all the transactions contemplated in the Extension of Manufacturing Agreement are hereby approved, confirmed and ratified (details of the Manufacturing Agreement are set out in the Company’s circular dated 6 October 2022 (the “**Circular**”), copies of the Manufacturing Agreement (as redacted in accordance with the waiver granted by The Stock Exchange of Hong Kong Limited, the details of which are set out in the paragraph headed “Application for a waiver from strict compliance with the Listing Rules” in the letter from the board of the Circular) and the Circular have been tabled at the SGM and marked “A” and “B” initialed by the chairman of the SGM for identification purpose);
- (b) the proposed new annual caps for the years ending 31 December 2023 and 2024 in relation to the Extension of Manufacturing Agreement and the transactions contemplated therein (as more particularly described in the Circular) be and are hereby approved and confirmed; and

\* for identification purpose only

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## NOTICE OF SPECIAL GENERAL MEETING

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- (c) the directors of the Company, acting together, individually or by committee, be and are hereby authorised to take such actions, do such things and execute such further documents or deeds which in their opinion may be necessary, desirable or expedient for the purpose of giving effect to and/or to implement the transactions contemplated under the Extension of Manufacturing Agreement.”
2. As special business, to consider and, if thought fit, pass with or without amendments, the revision of the annual cap for the year ending 31 December 2022 in relation to the Manufacturing Agreement and the transactions contemplated therein as an ordinary resolution.

### SPECIAL RESOLUTION

3. As special business, to consider and, if thought fit, pass, with or without amendments, the following resolution as a special resolution:

**“THAT:**

- (a) the proposed amendments to the existing bye-laws of the Company (the **“Proposed Amendments”**), the details of which are set out in Appendix I to the Circular be and are hereby approved;
- (b) the amended and restated bye-laws of the Company, a copy of which has been tabled at the SGM and marked “C” initialed by the chairman of the SGM for the purpose of identification, incorporating all the Proposed Amendments, be and is hereby approved and adopted in substitution for, and to the exclusion of, the existing bye-laws of the Company with immediate effect; and
- (c) the directors of the Company, acting together, individually or by committee, be and are hereby authorised to take such actions, do such things and execute such further documents or deeds which in their opinion may be necessary, desirable or expedient for the purpose of giving effect to and/or to implement the adoption of the amended and restated bye-laws of the Company, including without limitation, attending to necessary filings with the Registrar of Companies in Hong Kong and Bermuda.”

By Order of the Board  
**Mainland Headwear Holdings Limited**  
**Ngan Hei Keung**  
*Chairman*

Hong Kong, 6 October 2022

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## NOTICE OF SPECIAL GENERAL MEETING

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*Notes:*

1. A member of the Company entitled to attend and vote at the SGM convened by the above notice is entitled to appoint one or more proxy to attend and, subject to the provisions of the Bye-laws of the Company, vote in his stead. A proxy need not be a member of the Company.
2. A form of proxy for use at the SGM is enclosed. In order to be valid, the form of proxy should be duly completed and signed in accordance with the instructions printed thereon and deposited together with a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney or authority, at the office of the Company's Hong Kong branch share registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not less than 48 hours before the time for holding the SGM or adjourned meeting. Completion and return of a form of proxy will not preclude a member from attending in person and voting at the above meeting or any adjournment thereof, should he so wish.
3. To determine the identity of members who are entitled to attend and vote at the forthcoming SGM which will be held on Monday, 31 October 2022, the register of members of the Company will be closed from Wednesday, 26 October 2022 to Monday, 31 October 2022 (both dates inclusive). In order to qualify to attend the SGM, all transfers, accompanied by the relevant share certificates, must be lodged with the Company's Hong Kong Branch Share Registrar, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 25 October 2022.
4. If tropical cyclone warning signal no. 8 or above, "extreme conditions" caused by super typhoons or a black rainstorm warning signal is in force at 8:00 a.m. on Monday, 31 October 2022, the meeting will be adjourned in accordance with the Bye-laws and further announcement for details of alternative meeting arrangements will be made. The meeting will be held as scheduled even when tropical cyclone warning signal no. 3 or below is hoisted, or an amber or red rainstorm warning signal is in force. You should make your own decision as to whether you would attend the meeting under bad weather conditions and if you should choose to do so, you are advised to exercise care and caution.

*As at the date hereof, the Board of Directors of the Company comprises eight directors, of which five are Executive Directors, namely Mr. Ngan Hei Keung, Madam Ngan Po Ling, Pauline, BBS, JP, Mr. James S. Patterson, Mr. Ngan Siu Hon, Alexander, and Mr. Lai Man Sing; and three are Independent Non-executive Directors, namely Mr. Leung Shu Yin, William, Mr. Liu Tieh Ching, Brandon, JP and Mr. Gordon Ng.*