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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 your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

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

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# **China Youzan Limited**

**中國有贊有限公司**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 8083)**

- (1) GRANTING OF GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES;**
- (2) RE-ELECTION OF DIRECTORS;**
- (3) RE-APPOINTMENT OF AUDITORS;**
- (4) PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL;**
- (5) PROPOSED AMENDMENTS TO THE BYE-LAWS AND PROPOSED ADOPTION OF THE AMENDED AND RESTATED BYE-LAWS;**
- (6) PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME;**
- (7) PROPOSED AMENDMENT TO SHARE AWARD SCHEME; AND**
- (8) NOTICE OF ANNUAL GENERAL MEETING**

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A notice convening the AGM of China Youzan Limited to be held at 40th Floor, Dah Sing Financial Centre, No. 248 Queen's Road East, Wanchai, Hong Kong at 10:00 a.m. on Thursday, 29 June 2023, is set out on pages 137 to 143 of this circular. A form of proxy for use at the AGM is also enclosed. Such form of proxy is also published on the websites of Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company at [www.chinayouzan.com](http://www.chinayouzan.com).

Whether or not you are able to attend the AGM, please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return in to the Company's Share Registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time schedule for the holding of the AGM or the adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the AGM if you so wish. If you attend and vote at the AGM, the authority of your proxy will be revoked.

This circular will remain on the Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) on the "Latest Listed Company Information" page for at least 7 days from the date of its publication. This circular will also be published on the Company's website at [www.chinayouzan.com](http://www.chinayouzan.com).

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## CHARACTERISTICS OF THE GEM

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**GEM has been positioned as a market designed to accommodate small and mid-sized companies to which a higher investment risk may be attached than other companies listed on the Stock Exchange. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration.**

**Given that the companies listed on GEM are generally small and mid-sized companies, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board of the Stock Exchange and no assurance is given that there will be a liquid market in the securities traded on GEM.**

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## CONTENTS

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	<i>Page</i>
<b>Definitions</b> .....	1
<b>Letter From the Board</b> .....	6
<b>Appendix I – Explanatory Statement</b> .....	24
<b>Appendix II – Biographical Details of Directors Proposed to be Re-elected</b> .....	27
<b>Appendix III – Details of the Proposed Amendments to the Bye-laws</b> .....	34
<b>Appendix IV – Summary of The Principal Terms of The New Share Option Scheme</b> .....	113
<b>Appendix V – Proposed amendments to The Share Award Scheme</b> .....	126
<b>Notice of Annual General Meeting</b> .....	137

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## DEFINITIONS

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

“Adoption Date”	29 June 2023
“AGM”	the annual general meeting of the Company to be held at 40th Floor, Dah Sing Financial Centre, No. 248 Queen’s Road East, Wanchai, Hong Kong at 10:00 a.m. on Thursday, 29 June 2023 or any adjournment thereof (as the case may be), the notice of which is set out on pages 137 to 143 of this circular
“Amended and Restated Bye-laws”	the new Bye-laws of the Company incorporating and consolidating all the Proposed Amendments, proposed to be adopted by the Shareholders at the AGM
“Amended Share Award Scheme”	the amended rules of the Share Award Scheme
“Awards”	the share awards made by the Board to Selected Participants in accordance with the terms of the Share Awards Scheme Rules
“Awarded Shares”	the Shares awarded to a Selected Participant in accordance with the terms of the Share Award Scheme Rules
“Board”	the board of Directors
“Bye-laws”	the existing bye-laws of the Company, as amended from time to time
“Business Day”	any day (other than a Saturday or Sunday or public holiday) on which banks in Hong Kong are open for the transaction of normal business
“close associate(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“Company”	China Youzan Limited (中國有贊有限公司), a company incorporated in Bermuda with limited liability and the Shares of which are listed on GEM

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## DEFINITIONS

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“Connected Person(s)”	a director, chief executive or substantial shareholder of the Company, or any of their respective associates
“core connected person(s)”	has the meaning ascribed thereto in the GEM Listing Rules
“Director(s)”	director(s) of the Company
“Effective Date”	the date on which the New Share Option Scheme and the Amended Share Award Scheme is approved and adopted by resolution of the Shareholders
“Eligible Person(s)” or “Eligible Participant(s)”	any individual, being an Employee Participant, a Related Entity Participant, a Service Provider (excluding auditors and valuers of the Company or its subsidiaries), provided that the Board shall have absolute discretion to determine whether or not one falls within the above categories
“Employee Participant”	directors and employees of the Company or any of its subsidiaries (including persons who are granted shares or options under any share schemes as an inducement to enter into employment contracts with the Company or any of its subsidiaries)
“Existing Share Option Scheme”	the existing share option scheme of the Company adopted on 12 June 2019
“GEM”	GEM of the Stock Exchange
“GEM Listing Rules”	The Rules Governing the Listing of Securities on GEM, as amended, supplemented and/or otherwise modified from time to time
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC

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## DEFINITIONS

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“Issue Mandate”	the proposed general mandate to be granted to the Directors at the AGM to allot, issue and deal with new Shares not exceeding 20% of the total number of issued Shares as at the date of passing of the relevant ordinary resolution granting such mandate
“Latest Practicable Date”	25 May 2022, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
“New Share Option Scheme”	the new share option scheme of the Company proposed to be adopted at the AGM
“Notice”	the notice convening the AGM as set out on pages 137 to 143 of this circular
“Option Period”	means in respect of any particular Option, the period commencing immediately after the Business Day on which the Option is deemed to be offered to grant and accepted in accordance with the New Share Option Scheme and expiring on a date to be determined and notified by the Board to such Grantee within the period during which the Option may be exercisable provided that such period shall not exceed the period of ten (10) years from the date of grant of the Option
“PRC”	the People’s Republic of China excluding, for the purpose of this circular, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Proposed Amendments”	the proposed amendments to the existing Bye-laws as set out in Appendix III to this circular
“Related Entity Participants”	directors and employees of the Company, its subsidiaries or associated companies of the Company
“Returned Shares”	such Awarded Shares and related income which are not vested and/or forfeited in accordance with the terms of the Share Award Scheme Rules

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## DEFINITIONS

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“Scheme Mandate Limit”	being the maximum number of Shares which may be allotted and issued upon exercise of all share options, together with any share awards, to be granted under the existing Share Option Scheme, or any other share incentive scheme (including the Amended Share Award Scheme) of the Company as stipulated in Rule 23.03(3) of the GEM Listing Rules
“Share Award Scheme”	the share award scheme of the Company adopted on 31 May 2018
“Selected Participant(s)”	Eligible Person(s) selected by the Board for participation in the Scheme
“Service Providers”	person(s) who provide services to the Group on a continuing and recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group, including person(s) who work for the Company as independent contractors (including advisers, consultants, distributors, contractors, suppliers, agents and service providers of any member of the Group) where the continuity and frequency of their services are akin to those of employees, but excluding placing agents or financial advisers providing advisory services for fundraising, mergers or acquisitions or professional service providers such as auditors or valuers who provide assurance, or are required to perform their services with impartiality and objectivity
“SFO”	the Securities and Futures Ordinance, (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Share Award Scheme Rules”	the rules relating to the Share Award Scheme adopted by the Board
“Share Option(s)” or “Option(s)”	the subscription right(s) attaching to the outstanding option(s) to subscribe for Shares granted by the Company under the Existing Share Option Scheme

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## DEFINITIONS

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“Share Repurchase Mandate”	the proposed general mandate to be granted to the Directors at the AGM to repurchase Shares not exceeding 10% of the total number of issued Shares as at the date of passing of the relevant ordinary resolution granting such mandate
“Share(s)”	ordinary share(s) of par value of HK\$0.01 each in the share capital of the Company
“Shareholder(s)” or “Member(s)”	holder(s) of the Share(s)
“Scheme Mandate Limit”	the total number of Shares which may be issued in respect of all options and awards to be granted under the New Share Option Scheme, the Amended Share Award Scheme and any other share schemes of the Company involving the issue of new shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers as amended time to time
“Trust”	the trust constituted by the Trust Deed
“Trustee”	Computershare Hong Kong Trustees Limited, being the sole trustee and independent of the Company and its connected persons, has been appointed by the Company for the purpose of the Amended Share Award Scheme, which will hold Shares for the benefit of the Selected Participants and others subject to the terms and conditions of the Trust Deed
“Trust Deed”	a trust deed to be entered into between the Company and the Trustee (as restated, supplemented and amended from time to time)
“%”	per cent

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## LETTER FROM THE BOARD

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# China Youzan Limited

## 中國有贊有限公司

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 8083)**

*Executive Directors:*

Mr. Zhu Ning  
Mr. Cui Yusong  
Mr. Yu Tao  
Ms. Ying Hangyan

*Registered office:*

Victoria Place, 5th Floor  
31 Victoria Street  
Hamilton HM 10, Bermuda

*Independent non-executive Directors:*

Dr. Fong Chi Wah  
Mr. Deng Tao  
Mr. Li Shaojie

*Principal place of business*

*and head office in Hong Kong:*

Unit 1511, 15/F.  
Shui On Centre  
No. 6-8 Harbour Road  
Wan Chai, Hong Kong

*To the Shareholders*

Dear Sir or Madam,

- (1) GRANTING OF GENERAL MANDATES TO ISSUE AND REPURCHASE SHARES;**
- (2) RE-ELECTION OF DIRECTORS;**
- (3) RE-APPOINTMENT OF AUDITORS;**
- (4) PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL;**
- (5) PROPOSED AMENDMENTS TO THE BYE-LAWS AND PROPOSED ADOPTION OF THE AMENDED AND RESTATED BYE-LAWS;**
- (6) PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME;**
- (7) PROPOSED AMENDMENTS TO SHARE AWARD SCHEME; AND**
- (8) NOTICE OF ANNUAL GENERAL MEETING**

### **1. INTRODUCTION**

The purpose of this circular is to provide the Shareholders with information regarding (i) the granting of the proposed general mandates to issue and allot Shares and to repurchase Shares; (ii) the re-election of Directors; (iii) the re-appointment of auditors of the Company; (iv) the increase in the authorised share capital of the Company; (v) the Proposed Amendments to the Bye-laws and proposed adoption of the Amended and Restated Bye-laws; (vi) the proposed adoption of the New Share Option Scheme; and (vii) the proposed amendments to the Share Award Scheme.

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## **LETTER FROM THE BOARD**

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### **2. GRANTING OF GENERAL MANDATE TO ISSUE SHARES**

At the annual general meeting of the Company held on 21 June 2022, a general and unconditional mandate was granted to the Directors to issue, allot and deal with Shares. Such general mandate will lapse at the conclusion of that annual general meeting.

In order to give the Company the flexibility to issue Shares if and when appropriate, an ordinary resolution will be proposed at the AGM to approve the granting of the Issue Mandate to the Director to allot, issue and deal with additional Shares of not exceeding 20% of the total number of issued Shares as at the date of passing of the proposed ordinary resolution contained in item 2 of the notice of the AGM (i.e. a total of 3,684,328,419 Shares assuming that the total number of issued Shares remains unchanged between the Latest Practicable Date and the date of the AGM).

In addition, a separate ordinary resolution to extend the Issue Mandate by adding the number of Shares repurchased by the Company pursuant to the Share Repurchase Mandate will also be proposed at the AGM contained in item 4 of the notice of the AGM.

### **3. GRANTING OF GENERAL MANDATE TO REPURCHASE SHARES**

At the annual general meeting of the Company held on 21 June 2022, a general and unconditional mandate was granted to the Directors to repurchase Shares. Such general mandate will lapse at the conclusion of the AGM.

In order to give the Company the flexibility to repurchase Shares if and when appropriate, an ordinary resolution will be proposed at the AGM to approve the granting of the Share Repurchase Mandate to the Directors to repurchase Shares on GEM of the Stock Exchange of not exceeding 10% of the total number of issued Shares as at the date of passing of the proposed ordinary resolution contained in item 3 of the notice of the AGM (i.e. a total of 1,842,164,209 Shares on the basis that the total number of issued Shares remains 18,421,642,097 Shares from the Latest Practical Date to the date of the AGM).

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

The Directors wish to state that they have no immediate plan to repurchase any Shares pursuant to the Share Repurchase Mandate.

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## LETTER FROM THE BOARD

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### 4. RE-ELECTION OF RETIRING DIRECTORS

In accordance with Article 99 of the Bye-Laws, Mr. Zhu Ning, Mr. Cui Yusong, Mr. Yu Tao and Ms. Ying Hangyan will retire by rotation at the forthcoming AGM and, being eligible, offer themselves for re-election.

Save as disclosed in Appendix II to this Circular, Mr. Zhu Ning, Mr. Cui Yusong, Mr. Yu Tao and Ms. Ying Hangyan have no relationships with any directors, senior management, substantial shareholders, or controlling shareholders of the Company.

The nomination committee of the Company has assessed and reviewed each of the independent non-executive Directors' annual written confirmation of independence based on the independence criteria as set out in Rule 5.09 to the GEM Listing Rules and confirmed that all independent non-executive Directors remain independent.

Pursuant to Rule 17.46A of the GEM Listing Rules, a listed issuer shall disclose the details required under Rule 17.50(2) of the GEM Listing Rules of any directors proposed to be re-elected or proposed new director in the notice or accompanying circular to its shareholders of the relevant general meeting, if such re-election and appointment is subject to shareholders' approval at the relevant general meeting.

Brief biographical details of the retiring Directors proposed to be re-elected at the AGM are set out in Appendix II to this circular.

### 5. RE-APPOINTMENT OF AUDITORS

RSM Hong Kong will retire as the auditors of the Company at the AGM and, being eligible, offer themselves for re-appointment. The Board, upon the recommendation of the audit committee of the Company, proposed to re-appoint RSM Hong Kong as auditors of the Company to hold office until the conclusion of the next annual general meeting. A resolution will also be proposed to authorise the Board to fix the auditors' remuneration. RSM Hong Kong has indicated its willingness to be re-appointed as the Company's auditors for the said period.

### 6. PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL

As at the Latest Practicable Date, the authorised share capital of the Company was HK\$300,000,000 divided into 30,000,000,000 Shares, of which 18,421,642,097 Shares had been allotted and issued as fully paid or credited as fully paid.

In order to provide the Company with greater flexibility to raise funds in the future, the Board proposes to increase the authorised share capital of the Company from HK\$300,000,000 divided into 30,000,000,000 Shares to HK\$500,000,000 divided into 50,000,000,000 Shares of HK\$0.01 each by the creation of an additional 20,000,000,000 new Shares each which will rank pari passu with all existing Shares.

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## LETTER FROM THE BOARD

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With regard to the proposed increase in the authorised share capital of the Company, the Board has no present intention to issue any part of the increased authorised share capital of the Company.

An ordinary resolution, to be voted by way of a poll, to approve the proposed increase in the authorised share capital of the Company will be proposed to the Shareholders for approval at the AGM.

### **7. PROPOSED AMENDMENTS TO THE BYE-LAWS AND PROPOSED ADOPTION OF THE AMENDED AND RESTATED BYE-LAWS**

On 1 January 2022, the GEM Listing Rules were amended by, among others, adopting a uniform set of 14 core standards for shareholder protections for issuers regardless of their place of incorporation set out in Appendix 3 to the GEM Listing Rules. The Board proposes to make certain amendments to the Bye-laws mainly to conform to the said core standards for shareholder protections and to incorporate certain housekeeping changes and allow general meetings to be held as electronic meeting or a hybrid meeting. The Board also proposes to adopt the Amended and Restated Bye-laws in substitution for, and to the exclusion of, the existing Bye-laws.

Details of the Proposed Amendments are set out in Appendix III to this circular. A special resolution will be proposed at the AGM to approve the Proposed Amendments.

The Company's legal advisers have confirmed that the Proposed Amendments conform with the requirements of the GEM Listing Rules, where applicable, and the applicable laws of Bermuda. The Company also confirms that there is nothing unusual about the Proposed Amendments for a company listed in Hong Kong.

### **8. PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME**

#### **Existing Share Option Scheme**

The Existing Share Option Scheme was adopted on 12 June 2019 and has a life span of 10 years from the date of adoption. As at the Latest Practicable Date, 277,754,000 Options were granted and outstanding under the Existing Share Option Scheme. It is proposed that the Existing Share Option Scheme shall be terminated upon adoption of the New Share Option Scheme. Termination of the Existing Share Option Scheme shall not affect the validity of the outstanding Options which shall continue to be enforceable according to the terms of the Existing Share Option Scheme. The Company has no other share schemes other than the Existing Share Option Scheme and the Share Award Scheme.

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## LETTER FROM THE BOARD

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### **New Share Option Scheme**

The Board proposed to adopt the New Share Option Scheme to align with the amendments to Chapter 23 of the GEM Listing Rule relating to share schemes which came into effect on 1 January 2023.

Adoption of the New Share Option Scheme is conditional upon (i) the passing of the ordinary resolution by the Shareholders at the AGM to approve and adopt the New Share Option Scheme and to authorise the Board to grant options under the New Share Option Scheme and to allot and issue Shares pursuant to the exercise of any options; and (ii) the Listing Committee of the Stock Exchange granting the approval of the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of any options.

As at the Latest Practicable Date, the total number of Shares in issue was 18,421,642,097. Application will be made to the Stock Exchange for the approval of the listing of, and permission to deal in, 1,842,164,209 new Shares which may fall to be issued pursuant to the exercise of any options, being 10% of the total number of Shares in issue as at the date of the AGM for the adoption of the New Share Option Scheme assuming that there being no change in the total number of issued Shares up to the date of the AGM.

As at the Latest Practicable Date, the Company had no intention to grant any options to any of the Eligible Participants in the coming twelve (12) months upon the New Share Option Scheme taking effect.

The New Share Option Scheme has no trustees and it will be subject to the administration of the Directors.

### ***Purpose***

The purpose of this Scheme is to enable the Company to grant options to the Eligible Participants as incentives or rewards for their contributions to the Group.

The Board considers that based on the category of Eligible Participants, criteria for determining their eligibility, the minimum value of the exercise price and the minimum length of vesting period specified in the New Share Option Scheme, together with the authority given to the Directors under the New Share Option Scheme to select the appropriate Eligible Participants and to impose any additional conditions, restrictions or limitations attached to the options including any performance targets and/or clawback mechanism, the New Share Option Scheme will align with its purposes and serve to promote the interest and development of the Group. The category of Eligible Participants, criteria for determining their eligibility, the minimum length of vesting period and the Directors' authority to impose performance targets and/or clawback mechanism are further explained below.

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## LETTER FROM THE BOARD

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### ***Eligible Participants***

Eligible Participants include Employee Participants, Service Providers and Related Entity Participants. The basis of eligibility of any Eligible Participant to the grant of any option shall be determined by the Board (or as the case may be, the independent non-executive directors) from time to time on the basis of the Eligible Participant's contribution or potential contribution to the development and growth of the Group after taking into account of, among others, the Eligible Participant's qualification and experience, performance, time commitment, responsibilities, length of engagement with the Group and actual or potential contribution to the business objectives of the Group.

### ***Vesting period***

The vesting period for the Options under the New Share Option Scheme shall not be less than 12 months.

### ***Outstanding options under the Existing Share Option Scheme***

Outstanding share options under the Existing Share Option Scheme will continue to be exercisable upon the termination of the Existing Share Option Scheme.

Pursuant to the terms of the Existing Share Option Scheme, the maximum number of Shares in respect of which share options may be granted by the Company under the Existing Share Option Scheme must not exceed 10% of the Shares in issue as at the date of adoption of the Existing Share Option Scheme (being 1,546,580,761 Shares), unless further Shareholders' approval was obtained by the Company to refresh such limit. At the annual general meeting of the Company held on 12 May 2020 (the "2020 AGM"), such limit under the Existing Share Option Scheme was refreshed with Shareholders' approval, and the maximum number of Shares which may be issued in respect of all share options granted by the Company under the Existing Share Option Scheme under the refreshed limit shall not in aggregate exceed 1,670,580,761 Shares, representing 10% of the Shares in issue as at the date of the 2020 AGM. Since the adoption of the Existing Share Option Scheme and up to the Latest Practicable Date, 340,000,000 share options were granted under the Existing Share Option Scheme prior to the 2020 AGM, and a further 14,450,000 share options were granted under the Existing Share Option Scheme after the refreshment of the limit at the 2020 AGM, of which (i) 34,196,000 share options were exercised, (ii) 42,500,000 share options had lapsed; and (iii) none of the share options had been cancelled. As at the Latest Practicable Date, the Company had 277,754,000 outstanding share options granted under the Existing Share Option Scheme, which shall continue to be valid and exercisable during the prescribed exercisable period in accordance with the rules of the Existing Share Option Scheme.

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## LETTER FROM THE BOARD

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Set out below the principle terms of the outstanding share options:

Name of selected Directors	Position held within the Company	Date of grant	Option held as at the Latest Practicable Date	Exercise price	Vesting period	Exercise until
Mr. Zhu Ning	Executive Director and chief executive officer	9 September 2019	100,000,000	HK\$1.00	<i>(Note 1)</i>	30 June 2024
		20 January 2023	1,000,000	HK\$0.385	From date of grant to 20 January 2024	19 January 2028
Mr. Cui Yusong	Executive Director	9 September 2019	20,000,000	HK\$0.90	<i>(Note 1)</i>	30 June 2024
		20 January 2023	1,000,000	HK\$0.385	From date of grant to 20 January 2024	19 January 2028
Mr. Yu Tao	Executive Director	9 September 2019	15,000,000	HK\$0.90	<i>(Note 1)</i>	30 June 2024
		20 January 2023	1,000,000	HK\$0.385	From date of grant to 20 January 2024	19 January 2028
Ms. Ying Hangyan	Executive Director	9 September 2019	15,000,000	HK\$0.90	<i>(Note 1)</i>	30 June 2024
		20 January 2023	1,000,000	HK\$0.385	From date of grant to 20 January 2024	19 January 2028
Other employees	Other employees	9 September 2019	113,304,000	HK\$0.75	<i>(Note 1)</i>	30 June 2024
		20 January 2023	10,450,000	HK\$0.385	From date of grant to 20 January 2024	19 January 2028
			<u>277,754,000</u>			

*Note 1:* Vesting schedule: 1 July 2020 (25%); 1 July 2021 (25%); 1 July 2022 (25%); and 1 July 2023 (25%).

A summary of the principal terms of the New Share Option Scheme is set out in the Appendix IV to this circular. A copy of the New Share Option Scheme will be made available for inspection at the AGM and will be published on the websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.chinayouzan.com](http://www.chinayouzan.com)) for not less than 14 days before the date of the AGM.

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## LETTER FROM THE BOARD

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### 9. PROPOSED AMENDMENTS TO THE SHARE AWARD SCHEME

The Company adopted the Share Award Scheme on 31 May 2018. Under the current rules of the Share Award Scheme, the purpose of the Share Award Scheme is to recognize and motivate the contribution of the employees of the Group and to help the Group in retaining its existing members of management. The Share Award Scheme currently provide for awards funded by existing Shares of the Company. Details of the Share Award Scheme relating to awards funded by existing Shares of the Company are set out in the announcement of the Company dated 31 May 2018.

As of the Latest Practicable Date, a total of 58,319,376 Awarded Shares, are granted and outstanding under the original Share Award Scheme, principal terms of which are set out as below:

Grantee <i>(Note)</i>	Date of grant	Vesting date of the Award granted	Numbers of Awards granted and outstanding as of the Latest Practicable Date	Approximate percentage in the issued Shares as of the Latest Practicable Date
30 employees in aggregate	1 July 2020	30 June 2021: 25%; 30 June 2022: 25%; 30 June 2023: 25%; and 30 June 2024: 25%	12,585,000 in aggregate	0.07%
43 employees in aggregate	1 December 2022	30 June 2023 (2 out of 43 employees); 31 March 2023 (6 out of 43 employees); 30 September 2023 (35 out of 43 employees)	9,671,200 in aggregate	0.05%
78 employees in aggregate	15 January 2023	14 January 2024	5,356,376 in aggregate	0.03%
70 employees in aggregate	1 April 2024	1 April 2024	30,706,800 in aggregate	0.17%

*Note:* To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, none of the grantees under the original Share Award Scheme is (i) a connected person of the Company; or (ii) a Director, chief executive or substantial shareholder of the Company, or an associate (as defined in the GEM Listing Rules) of any of them.

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## LETTER FROM THE BOARD

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The Directors propose to seek approval from the Shareholders at the AGM (i) to amend and refresh the current share award limit to the Scheme Mandate Limit (which is applicable to all share schemes of the Company including the New Share Option Scheme and the Amended Share Award Scheme) in order to provide the Company with greater flexibility in offering incentives and rewards to Eligible Participants under the existing rules of the Share Award Scheme; and (ii) for certain amendments to be made to the Share Award Scheme to, among other matters, introduce rules under the Share Award Scheme for the award of new Shares of the Company, include Employee Participants, Related Entity Participants and Service Providers as Eligible Participants for an award under the Share Award Scheme, introduce the Scheme Mandate Limit for the award of new Shares and bring the Share Award Scheme in alignment with Chapter 23 of the GEM Listing Rules. The Board proposes that the proposed amendments shall, where applicable, apply to the awards granted and to be granted under the Share Award Scheme with effect from the date of the AGM.

The Board believes that the proposed amendments would allow the Company to achieve the new purpose under the Share Award Scheme to enable the Board to grant awards to the Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group.

The proposed amendments to the Share Award Scheme will be subject to approval by the Shareholders at the AGM. Accordingly, an ordinary resolution will be proposed at the AGM as set out in the notice of AGM in this circular to give effect to the proposals as described above.

As at the Latest Practicable Date, the Company had no intention to grant any share awards to any of the Eligible Participants in the coming twelve (12) months upon the Amended Share Award Scheme taking effect.

Details of the proposed amendments to the Share Award Scheme is set out in Appendix V to this circular. The Board considers that the Proposed Amendments are in compliance with the requirements under Chapter 23 of the GEM Listing Rules.

A copy of the Amended Share Award Scheme will be made available for inspection at the AGM and will be published on the websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.chinayouzan.com](http://www.chinayouzan.com)) for not less than 14 days before the date of the AGM.

The Company will apply to the Stock Exchange for a grant of approval for the listing of, and permission to deal in, the Shares to be allotted and issued pursuant to any award of new Shares which may be granted under the Share Award Scheme as revised by the proposed amendments.

Computershare Hong Kong Trustees Limited has been appointed as the trustee in respect of the rules under the proposed amendments to the Share Award Scheme relating to award of new Shares. None of the Directors is and will be a trustee of the Share Award Scheme nor has a direct or indirect interest in the trustee of the Share Award Scheme.

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## LETTER FROM THE BOARD

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The Share Award Scheme will constitute a share scheme under Chapter 23 of the GEM Listing Rules.

Below are some of the major terms of the Amended Share Award Scheme:

### **10. PRINCIPAL TERMS AND OTHER DETAILS OF THE NEW SHARE OPTION SCHEME AND THE SHARE AWARD SCHEME**

The Board proposes the adoption of the New Share Option Scheme, which will be valid and effective for a period of ten (10) years from the Effective Date, and the amendment to the existing Share Award Scheme, to comply with the latest amendments to Chapter 23 of the GEM Listing Rules concerning share schemes. The purpose of the New Share Option Scheme is to replace the Existing Share Option Scheme and provide the Eligible Participants with an opportunity to obtain an equity interest in the Company, thus linking their interest with the interests of the Group and thereby providing them with an incentive to work better for the interests of the Group by granting Options to them as incentives or rewards. The purpose of the Share Award Scheme is to recognize and motivate the contribution of the employees of the Group and to help the Group in retaining its existing members of management.

#### **(a) Eligible Participants**

Eligible Participants include Employee Participants, Service Providers and Related Entity Participants. In determining the eligibility of an Eligible Participant, the Board would take into consideration such Eligible Participant's contribution to the development and growth of the Group. In assessing whether Options or share awards are to be granted to any Eligible Participant, the Board will take into account various factors, including but not limited to, the nature and extent of contributions provided by such Eligible Participant to the Group (or potential contributions that may be provided by an Employee Participant to the Group), the special skills or technical knowledge possessed by them which is beneficial to the continuing development of the Group, the positive impacts which such Eligible Participant has brought (or, with respect to Employee Participants, will potentially bring) to the Group's business and development, and whether granting Options or share awards to such Eligible Participant is an appropriate incentive to motivate such Eligible Participant to continue to contribute towards the betterment of the Group. The Board also has the discretion to specify certain conditions (including but not limited to performance targets and vesting conditions) on the Options or share awards to be granted to such Eligible Participants, which allows the Board to have the flexibility to take into consideration the particular circumstances relevant to each grant to an Eligible Participant and to offer more meaningful incentives or rewards which align with the purpose of the Scheme.

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## LETTER FROM THE BOARD

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The assessment criteria for the selection of Employee Participants are set out in “APPENDIX IV – SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME”, in the case of the New Share Option Scheme, and in “APPENDIX V – PROPOSED AMENDMENTS TO SHARE AWARD SCHEME”, in the case of the Amended Share Award Scheme, to this document, which include, among others, the qualifications, experience and other qualities, the performance, time commitment and employment conditions as compared to the prevailing market practice and industry standards, the length of engagement with the Group, and the contributions or potential contributions to the development and growth of the Group. The Board considers that granting options or share awards to Employee Participants will motivate them to contribute to the long-term development and growth of the Group, and will also assist the Group in recruiting and retaining quality staff which will benefit the Group as a whole, and therefore aligns with the purpose of the New Share Option Scheme and the Amended Share Award Scheme.

The Board (including the independent non-executive Directors) is also of the view that, apart from the contributions of Employee Participants, Service Providers (which include advisors, consultants or consultants and/or independent contractors providing advisory services, consultancy and or other professional services to the Group (such as industry-specific advice on the Group’s business and technical, financial or corporate management and strategic advice) where the continuity and frequency of their services are akin to those of employees) and Related Party Participants (which include directors and employees of subsidiaries and associated companies of the Company) also contribute to the continued success of the Group’s business and operations. The Directors also consider that it is beneficial to include Service Providers and Related Entity Participants since a sustainable and stable relationship with them is essential to the business development of the Group. The Board may determine the Employee Participants’ eligibility in its sole discretion by considering all relevant factors as appropriate and take into account criteria based on the nature of the contributions made by Service Providers and Related Entity Participants before granting share options or share awards to them. The main businesses of the Group are providing online and offline e-commerce solutions known as SaaS (Software as a Service) and various payment services for merchants in the PRC. During the ordinary and usual course of business of the Group, the Group will from time to time require services in terms of, among others, business development, business advisory and business referrals, all of which may involve the engagement of advisors, consultants or independent contractors providing advisory services, consultancy and or other professional services which possess the necessary skills and experience to assist the Group. The Board is of the view that the granting of the equity-based payments to these service providers are the industry norm because it provides motivation to ensure the continued rendering of high quality services to the Group which is in line with the Company’s business operation. In determining whether the Service Providers are eligible to participate in the New Share Option Scheme and the Amended Share Award Scheme, the Board will consider whether such services are in line with the Company’s business need and the industry norm, desirable and necessary from a commercial perspective and help maintain or enhance the competitiveness of the Group, having regard to the Group’s key business and market focuses from time to time.

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## LETTER FROM THE BOARD

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More specifically, the Directors (including the independent non-executive Directors) are of the view that, although the Existing Share Option Scheme and the Share Award Scheme under the existing rules do not include Related Entity Participants and Services Providers as categories of participants, to include such categories as Eligible Participants in the New Share Option Scheme and under the Amended Share Award Scheme is beneficial to the Group, fits the purpose of the New Share Option Scheme and the Amended Share Award Scheme, is fair and reasonable and in the interests of the Company and the Shareholders, because:

- (i) the Group may from time to time enlist assistance and support from Related Entity Participants in projects or other business engagements relating to or having connections with the Group's businesses, given their close corporate and collaborative relationships with the Group. As such, the Company is of the view that it is important to recognise the contribution or future contribution of the Related Entity Participants by giving them incentive through their participation in the New Share Option Scheme and the Amended Share Award Scheme. In particular, for those Related Entities Participants in which the Group has significant interest, their growth and development would contribute to the financial performance of the Group, thereby allowing the Group to share and benefit from the positive results of these companies. It is therefore in the interest of the Company and the Shareholders, and is in line with the objectives of the New Share Option Scheme and the Amended Share Award Scheme to include the Related Entity Participants, whom the Company can incentivize with the grant of share options and share awards in order to strengthen their loyalty with the Group even though they may not be directly employed by the Group, and to in turn facilitate a higher degree of collaboration and closer business relationships and ties between the Related Entities Participants and the Group; and
- (ii) the Group may from time to time collaborate with independent contractors (including advisers, consultants, distributors, contractors, suppliers, agents and service providers of any member of the Group) and the Group believes that they could play significant roles in the Group's business development by contributing their specialized skills in relation to the Group's operations. The Board is of the view that such Service Providers provide services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group.

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## LETTER FROM THE BOARD

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Recognising the contribution of Related Entity Participants and Service Providers may enhance their performance and further contribution to the Company which are essential to the sustainable and successful development of the Company, hence, the Directors (including the independent non-executive Directors) are of the view that the inclusion of Related Entity Participants and Service Providers as Eligible Participants is fair and reasonable and aligns with the purpose of the New Share Option Scheme and the revised Share Award Scheme.

A sustainable and stable collaborative relationship with persons outside the Group such as advisors, consultants and/or independent contractors who have the relevant industry knowledge and experience are also essential to the development and growth of the Group.

The Board (including the independent non-executive Directors) considers that granting Options or share awards to Service Providers will incentivise them to provide quality services to the Group on a long term basis and strengthen their loyalty with the Group, as such incentives are a more long-lasting recognition of their contributions to the Group as compared to expending cash resources in the form of one-off monetary payments, and will also link their interests with the interests of the Group moving forward. Given the above considerations, the Board (including the independent non-executive Directors) is of the view that the inclusion of Service Providers as Eligible Participants are in line with the Company's business needs, and aligns with the purpose of the Scheme and the long term interests of the Company and the Shareholders as a whole.

### **(b) Scheme Mandate Limit and Service Provider Sublimit**

As at the Latest Practicable Date, there were 18,421,642,097 Shares in issue. Assuming that no further Shares will be issued or repurchased by the Company from the Latest Practicable Date up to the Effective Date, (i) the maximum number of Shares which may be issued in respect of all Options granted under the New Share Option Scheme and any options or awards (whether existing Shares or new Shares) granted under any other share schemes of the Group, including the Share Award Scheme, shall not in aggregate exceed 1,842,164,209 Shares, representing 10% of the Shares in issue as at the Effective Date and (ii) the maximum number of Shares which may be issued in respect of all options and share awards (whether existing Shares or new Shares) granted to Service Providers under the New Share Option Scheme and any options or share awards (whether existing Shares or new Shares) granted to Service Providers under any other schemes of the Group shall not in aggregate exceed 184,216,420 Shares, representing 1% of the Shares in issue as at the Effective Date.

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## LETTER FROM THE BOARD

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In determining the Service Provider Sublimit (namely, 1% of the Shares in issue as at the Effective Date or the relevant date of approval of any refreshment of the Service Provider Sublimit in accordance with the terms of the New Share Option Scheme), the Board has considered, among other things, (i) the importance of striking a balance between achieving the purpose of the New Share Option Scheme and the Amended Share Award Scheme and protecting the Shareholders from the potential dilutive effect arising from grants of a substantial amount of Options or share awards to Service Providers; (ii) the fees and other payment arrangements with Service Providers of the Group; (iii) the current and expected contribution to the development and growth of the Company attributable to Service Providers; and (iv) the Company expects that a majority of Options or share awards will be granted to Employee Participants, and therefore the need to reserve a larger portion of the Scheme Mandate Limit for grants to Employee Participants. Given the above, the Board considers that a Service Provider Sublimit of 1% would not lead to an excessive dilution of the shareholding of the existing Shareholders. Further, taking into account that the assessment criteria for the selection of Service Providers as disclosed in the paragraph headed “(a) Eligible Participants” above allows the flexibility for the Board to consider and evaluate a variety of factors at its discretion to ensure the grant of options or share awards are to eligible Service Providers, the Board (including the independent non-executive Directors) is of the view that, the Service Provider Sublimit is in line with the Company’s business needs, and aligns with the purpose of the New Share Option Scheme and the Amended Share Award Scheme and the long term interests of the Company and the Shareholders as a whole.

The maximum number of Shares which may be granted in respect of all options or share awards granted to any single Eligible Participant (including both exercised and outstanding options, but excluding any Options lapsed in accordance with the terms of the New Share option Scheme) in any twelve (12) month period up to and including the date of grant must not exceed 1% of the Shares in issue as at the date of grant.

**(c) Vesting period**

Generally, under the New Share Option Scheme, Options must be held by the Option holder for at least twelve (12) months before the Option can be exercised. As such, the Board and the remuneration committee of the Company are of the view that the minimum length of time required of the Eligible Participants to hold the Options is fair and reasonable, and such practices are customary and in line with the market practice and appropriate, reasonable and align with the purpose of the New Share Option Scheme to provide the Eligible Participants with an opportunity to obtain an equity interest in the Company, thus linking their interest with the interests of the Group and thereby providing them with an incentive to contribute to growth and success of the Group with enhanced quality and efficiency.

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## LETTER FROM THE BOARD

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With regards to the vesting period of share awards under the Share Award Scheme, the vesting period, together with any criteria and conditions, shall be determined by the Board at the time of the grant, but shall be at least twelve (12) months. However, the Board may at its discretion impose any performance target to be reached before an award of shares may be vested in the relevant grantee. This mechanism helps with providing flexibility in determining the appropriate remuneration of Eligible Participants, thus linking their interests with the interests of the Group but, at the same time, takes into account the possible dilution effect of issuing new shares with a view to safeguarding shareholder interests.

**(d) Basis of determining the Option price and purchase price of share awards**

Eligible Participants to whom Options shall be granted are entitled to subscribe for the number of Shares at the Option price as the Board may determine, but in any event the Option price shall at least be the higher of (i) the nominal value of the Shares; (ii) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of the grant, which must be a business day; and (iii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five business days immediately preceding the date of the grant pursuant to the terms of the New Share Option Scheme, as further set out in "APPENDIX IV – SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME" to this document. The Directors consider that such basis of determining the Option price will preserve the value of the Company and encourage Eligible Participants to acquire proprietary interests in the Company.

In respect of share awards granted or to be granted under the Share Award Scheme, no purchase price shall be payable by the relevant Selected Participant.

**(e) Performance targets and clawback mechanism**

The Board may, in its discretion, set out in the offer or grant letter that the Eligible Participant must attain certain performance targets before the Options or share awards granted to such Eligible Participant may be exercised or vested. Such performance targets include, without limitation, revenue, profit (before or after income tax), cash flow (before or after dividends), earnings per share, market value or economic value added, return on assets, return on equity, return on investment, share price, return on shareholders' equity, cost reductions (including expense management), customer satisfaction metrics, product quality metrics, research and development milestones, productivity and operating margins and results, and other targets as the Board may from time to time determine, as more specifically set out in "APPENDIX IV – SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME" to this document and "APPENDIX V – PROPOSED AMENDMENTS TO SHARE AWARD SCHEME".

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## LETTER FROM THE BOARD

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The Board may also, in its discretion, set out in the offer letter that any Option or share awards prior to it being exercised may be subject to a clawback or a longer vesting period or such other conditions or limitations as the Board may decide in the event of serious misconduct, a material misstatement in the Company's financial statements or other circumstances as more specifically set out in "APPENDIX IV – SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME" and "APPENDIX V – PROPOSED AMENDMENTS TO SHARE AWARD SCHEME" to this document.

The Board is of the view that such performance targets and clawback mechanism will provide the Board with more flexibility and guidance to impose appropriate conditions after taking into consideration the particular circumstances relevant to each grant to an Eligible Participant and to offer more meaningful incentives or rewards which align with the purpose of the New Share Option Scheme and the Amended Share Award Scheme.

### **11. CLOSURE OF REGISTER OF MEMBERS**

For determining the entitlement to attend and vote at the AGM, the register of members of the Company will be closed from Monday, 26 June 2023 to Thursday, 29 June 2023, both days inclusive, during which period no share transfers can be registered.

In order to be eligible for attending and voting at the AGM, all transfers accompanied by the relevant share certificates must be lodged with the Company's Share Registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 4:30 p.m. on Friday, 23 June 2023.

### **12. AGM AND PROXY ARRANGEMENT**

To the best knowledge, information and belief of the Directors and having made all reasonable enquiries, no Shareholder will be required to abstain from voting on the resolutions as set out in the Notice.

A notice of the AGM, which contains, inter alia, ordinary resolutions to approve the Issue Mandate, the extension of the Issue Mandate, the Share Repurchase Mandate, the re-election of the retiring Directors, the re-appointment of the Company's auditors, the refreshment of Scheme Mandate Limit of Share Option Scheme, the increase in the authorised share capital of the Company, the Proposed Amendments to the Bye-laws and proposed adoption of the Amended and Restated Bye-laws, the proposed adoption of the New Share Option Scheme and the proposed amendments to the Share Award Scheme is set out on page 137 to 143 of this circular.

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## LETTER FROM THE BOARD

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A form of proxy for use by the Shareholders at the AGM is also enclosed with this circular and such form of proxy is also published on the Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company's website at [www.chinayouzan.com](http://www.chinayouzan.com). Whether or not you intend to attend the AGM in person, you are requested to complete the form of proxy in accordance with the instructions printed thereon and return the same to Computershare Hong Kong Investor Services Limited, the share registrar of the Company in Hong Kong, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding of the AGM or any adjournment thereof. Completion and return of the proxy form will not preclude you from attending and voting in person at the AGM or any adjournment thereof should you so wish.

### 13. VOTING BY POLL

Pursuant to Rule 17.47(4) of the GEM Listing Rules, any vote of Shareholders at a general meeting must be taken by poll. Therefore, all resolutions proposed at the AGM shall be voted by poll.

On a poll, every Shareholder present in person or by proxy or, in the case of a Shareholder being corporation, by its duly authorised representative, shall have one vote for every fully paid Share of which he/she/it is the holder. A Shareholder entitled to more than one vote need not use all his/her/its votes or cast all the votes he/she/it uses in the same way.

The results of the poll will be published on the Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company's website at [www.chinayouzan.com](http://www.chinayouzan.com) as soon as possible after the conclusion of the AGM.

### 14. RECOMMENDATION

The Directors believe that the granting of the Issue Mandate, the Repurchase Mandate and the extension of the Issue Mandate, the re-election of retiring Directors, the re-appointment of auditors, the increase in the authorised share capital of the Company, the Proposed Amendments to the Bye-laws and proposed adoption of the Amended and Restated Bye-laws, the termination of the Existing Share Option Scheme and proposed adoption of the New Share Option Scheme (including the Service Provider Sublimit) and the proposed amendment of the Share Award Scheme (including the Service Provider Sublimit) are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the AGM.

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## LETTER FROM THE BOARD

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### 15. RESPONSIBILITY STATEMENT

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

### 16. GENERAL

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

Yours faithfully  
For and on behalf of  
**China Youzan Limited**  
**Zhu Ning**  
*Chairman*

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

**(1) SHARE CAPITAL**

As the Latest Practicable Date, the issued share capital of the Company comprised 18,421,642,097 Shares.

Subject to the passing of the ordinary resolution set out in item 3 of the notice of the AGM in respect of granting the Share Repurchase Mandate and on the basis that the total number of issued Shares remains unchanged between the Latest Practicable Date and the date of the AGM, i.e. being 18,421,642,097 Shares, the Directors would be authorized under the Share Repurchase Mandate to repurchase a maximum of 1,842,164,209 Shares representing 10% of the total number of issued Shares as at the date of passing of the relevant resolution at the AGM during the period up to (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Bye-Laws or the Companies Act 1981 of Bermuda (as amended) to be held; or (iii) the date of revocation or variation of the Share Repurchase Mandate by an ordinary resolution of Shareholders in general meeting, whichever occurs first.

**(2) REASONS FOR REPURCHASE**

The Directors believe that the granting of the Share Repurchase Mandate is in the best interests of the Company and the Shareholders as a whole.

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

**(3) FUNDING OF REPURCHASES**

In repurchasing Shares, the Company may only apply funds legally available for such purpose in accordance with its Bye-Laws, the GEM Listing Rules and the applicable laws of Bermuda.

It is presently proposed that any repurchase of Shares will be made out of the profits of the Company or the proceeds of a fresh issue of shares made for the purpose of the purchase or out of capital and, in the case of any premium payable on the purchase, out of the profits of the Company or from sums standing to the credit of the share premium account of the Company.

There might be a material adverse impact on the working capital and gearing position of the Company (as compared with the position disclosed in its most recent published audited accounts as at 31 December 2022) in the event that the Share Repurchase Mandate was to be carried out in full at any time during the proposed repurchase period. However, the Directors do not intend to exercise the Share Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements or the gearing levels of the Company which in the opinion of the Directors are from time to time appropriate for the Company.

#### (4) SHARE PRICES

The highest and lowest prices at which the Shares were traded on GEM of the Stock Exchange during each of the previous twelve months before the Latest Practicable Date were as follows:–

	Share Prices	
	Highest <i>HK\$</i>	Lowest <i>HK\$</i>
<b>2022</b>		
May	0.136	0.097
June	0.295	0.109
July	0.260	0.147
August	0.167	0.119
September	0.126	0.096
October	0.106	0.066
November	0.244	0.066
December	0.243	0.179
<b>2023</b>		
January	0.310	0.194
February	0.290	0.200
March	0.255	0.182
April	0.223	0.180
May ( <i>up to the Latest Practicable Date</i> )	0.186	0.138

**(5) GENERAL INFORMATION**

- (a) To the best of their knowledge having made all reasonable enquiries, none of the Directors nor any of their respective close associates (as defined in the GEM Listing Rules) has any present intention to sell any Shares to the Company in the event that the grant of the Share Repurchase Mandate if such is approved by the Shareholders.
- (b) The Directors have undertaken to the Stock Exchange to exercise the powers of the Company to make repurchase Shares pursuant to the Share Repurchase Mandate in accordance with the GEM Listing Rules and the applicable laws of Bermuda.
- (c) No core connected persons (as defined in the GEM Listing Rules) of the Company has notified the Company that they have a present intention to sell Shares to the Company, or that they have undertaken not to sell any Shares held by them to the Company in the event that the granting of the Share Repurchase Mandate is approved by the Shareholders.

**(6) TAKEOVERS CODE**

If as the result of a repurchase of the Shares, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder, or group of Shareholders acting in concert, depending on the level of increase of the Shareholder's interest, could obtain or consolidate control of the Company and become obliged to make a mandatory general offer in accordance with Rule 26 of the Takeovers Code as a result of any such increase.

As at the Latest Practicable Date, to the best knowledge of the Directors, Whitecrow Investment Ltd. ("Whitecrow"), which is wholly-owned by Mr. Zhu Ning, an Executive Director, held 1,440,601,703 Shares, representing approximately 7.82% of the total number of issued Shares, and Mr. Zhu Ning held 28,000,000 Shares, representing approximately 0.15% of the total number of issued Shares, and Youzan Teamwork Inc., of which 26% is beneficially owned by Mr. Zhu Ning, held 363,170,101 Shares, representing approximately 1.97% of the total number of issued Shares. Accordingly, Mr. Zhu Ning is deemed or taken to be interested in a total of 1,831,771,804 Shares, representing approximately 9.94% of the total number of issued Shares. In the event that the Directors exercise the Share Repurchase Mandate in full, the equity interest of Mr. Zhu Ning in the Company through the companies he owns would be increased to approximately 11.05% of the total number of issued Shares. No obligation to make a mandatory offer under the Takeovers Code would arise.

**(7) SHARES PURCHASE MADE BY THE COMPANY**

No repurchase of Shares (whether on GEM of the Stock Exchange or otherwise) have been made by the Company in the twelve months preceding the Latest Practicable Date.

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

**DIRECTOR CANDIDATES**

**Mr. Zhu Ning**, aged 40, joined the Company in April 2018. He was appointed as an executive Director and the chief executive officer of the Company in May 2018 and was further appointed as the chairman of the Board in February 2021. Mr. Zhu is the founder and the chief executive officer of Youzan Group (comprising Youzan Technology Inc. (formerly known as Qima Holdings Ltd.) and its subsidiaries) and is responsible for formulation of the overall development planning and business strategies as well as the daily management of Youzan Group. He is one of the pioneer user experience designers in the People's Republic of China. Before establishing Youzan Group, Mr. Zhu was a product experience planner of Alipay and an interaction designer of Baidu and has profound experience in the realm of internet, including but not limited to online payment, e-business, internet communities and online search services. He graduated from Henan Radio & Television University.

Pursuant to a service contract entered into between the Company and Mr. Zhu, his appointment as an executive Director is for a term of three years and shall continue thereafter subject to retirement by rotation at least once every three years in accordance with the Company's Bye-laws 99 and is eligible offer himself for re-election as director in the AGM. He is entitled to a director's fee of HK\$2,705,000 per annum, which is determined by the prevailing market conditions and his roles and responsibilities in the Company.

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**APPENDIX II****BIOGRAPHICAL DETAILS OF DIRECTORS  
PROPOSED TO BE RE-ELECTED AT AGM**

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As at the date of this circular, the interests or short positions of Mr. Zhu in the Shares, underlying shares and debentures of the Company or any its associated corporation (within the meaning of Part XV of the SFO) which (i) were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or (iii) were required, pursuant to Rules 5.46 to 5.67 of the GEM Listing Rules relating to securities transactions by Directors to be notified to the Company and the Stock Exchange, were as follows:

<b>Name of Director</b>	<b>Interest in shares</b>	<b>Interest in underlying shares</b>	<b>Total interest in shares</b>	<b>Shareholding</b>
Mr. Zhu Ning	1,440,601,703 (Note 1)	101,000,000 (Note 3)	1,932,771,804	10.49%
	363,170,101 (Note 2)			
	28,000,000			

*Note 1:* The shares are held by Whitecrow. Whitecrow is a company incorporated in the British Virgin Islands with limited liability and is 100% owned by Tricor Equity Trustee Limited as the trustee of a discretionary trust established by Mr. Zhu for the benefit of himself and certain of his family.

*Note 2:* The shares are held by Youzan Teamwork Inc. (“Youzan Teamwork”). Youzan Teamwork is a company incorporated in the British Virgin Islands with limited liability and is beneficially owned as to 26% by Mr. Zhu Ning.

*Note 3:* The Company granted 100,000,000 share options under the Share Option Scheme on 9 September 2019, and was approved at the special general meeting on 14 October 2019 and such share options are valid until 30 June 2024 and have an exercise price of HK\$1.00. The Company further granted 1,000,000 share options under the Share Option Scheme on 20 January 2023 and such share options are valid until 19 January 2028 and have an exercise price of HK\$0.385.

Save as disclosed above, as at the Latest Practicable Date, Mr. Zhu does not have any interests or short positions in any Shares, underlying Shares or debentures of the Company and its associated corporations within the meaning of Part XV of the SFO. He has confirmed that there is no other information relating to his appointment which is required to be disclosed pursuant to Rule 17.50(2)(h) to (v) of the GEM Listing Rules or matters needed to be brought to the attention of the Shareholders. Save as disclosed herein, Mr. Zhu has confirmed that he does not hold any other position with the Company and other members of the Group, or any other directorship in other listed public companies in Hong Kong or overseas in the last three years.

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**APPENDIX II****BIOGRAPHICAL DETAILS OF DIRECTORS  
PROPOSED TO BE RE-ELECTED AT AGM**

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Mr. Zhu does not have any relationship with any Directors, senior management, management shareholders, substantial shareholders or controlling shareholders of the Company and any of their respective associates (as defined under GEM Listing Rules) as at the Latest Practicable Date.

**Mr. Cui Yusong**, aged 36, joined the Company in April 2018 and was appointed as an executive Director and the chief technology officer of the Company in May 2018. Mr. Cui is the co-founder and the chief technology officer of Youzan Group as well as the chief executive officer of Youzan Group. Mr. Cui is responsible for technology reserve, artificial intelligence and product strategic planning as well as management of the research and development (“R&D”) team of Youzan Group. Prior to joining Youzan Group, Mr. Cui served in a number of R&D or R&D management positions in Alipay, Alibaba Cloud and Taobao. Mr. Cui graduated from Shaoxing University with a bachelor degree in management.

Pursuant to a service contract entered into between the Company and Mr. Cui, his appointment as an executive Director is for a term of three years and shall continue thereafter subject to retirement by rotation at least once every three years in accordance with the Company’s Bye-laws 99 and is eligible offer himself for re-election as director in the AGM. He is entitled to a director’s fee of HK\$2,485,000 per annum, which is determined by the prevailing market conditions and his roles and responsibilities in the Company.

As at the date of this circular, the interests or short positions of Mr. Cui in the Shares, underlying shares and debentures of the Company or any its associated corporation (within the meaning of Part XV of the SFO) which (i) were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or (iii) were required, pursuant to Rules 5.46 to 5.67 of the GEM Listing Rules relating to securities transactions by Directors to be notified to the Company and the Stock Exchange, were as follows:

<b>Name of Director</b>	<b>Interest in shares</b>	<b>Interest in underlying shares</b>	<b>Total interest in shares</b>	<b>Shareholding</b>
Mr. Cui Yusong	241,885,127 (Note 1) 8,900,000	21,000,000 (Note 2)	271,785,127	1.48%

*Note 1:* The shares are held by V5.Cui Investment Ltd. (“V5.Cui”). V5.Cui is a company incorporated in the British Virgin Islands with limited liability and is 100% beneficially owned by Mr. Cui Yusong.

*Note 2:* The Company granted 20,000,000 share options under the Share Option Scheme on 9 September 2019, and was approved at the special general meeting on 14 October 2019 and such share options are valid until 30 June 2024 and have an exercise price of HK\$0.90. The Company further granted 1,000,000 share options under the Share Option Scheme on 20 January 2023 and such share options are valid until 19 January 2028 and have an exercise price of HK\$0.385.

Save as disclosed above, as at the Latest Practicable Date, Mr. Cui does not have any interests or short positions in any Shares, underlying Shares or debentures of the Company and its associated corporations within the meaning of Part XV of the SFO. He has confirmed that there is no other information relating to his appointment which is required to be disclosed pursuant to Rule 17.50(2)(h) to (v) of the GEM Listing Rules or matters needed to be brought to the attention of the Shareholders. Save as disclosed herein, Mr. Cui has confirmed that he does not hold any other position with the Company and other members of the Group, or any other directorship in other listed public companies in Hong Kong or overseas in the last three years.

Mr. Cui does not have any relationship with any Directors, senior management, management shareholders, substantial shareholders or controlling shareholders of the Company and any of their respective associates (as defined under GEM Listing Rules) as at the Latest Practicable Date.

**Mr. Yu Tao**, aged 35, joined the Company in April 2018 and was appointed as an executive Director and the chief financial officer of the Company in May 2018 and was further appointed as the Compliance Officer of the Company in February 2021. Mr. Yu graduated from Nankai University with a bachelor degree in accounting and is a member of each of Chartered Professional Accountants of Canada and Certified General Accountants Association of Canada. Mr. Yu joined Youzan Group in 2014 as the chief financial officer and is responsible for financial planning and management, business data analysis, research on users, investment and investor's relations of Youzan Group. Prior to joining Youzan Group, he worked in Ernst & Young, Shantui Equipment Southern Africa (Pty) Ltd. and Alipay.

Pursuant to a service contract entered into between the Company and Mr. Yu, his appointment as an executive Director is for a term of three years and shall continue thereafter subject to retirement by rotation at least once every three years in accordance with the Company's Bye-laws 99 and is eligible offer himself for re-election as director in the AGM. He is entitled to a director's fee of HK\$2,321,000 per annum, which is determined by the prevailing market conditions and his roles and responsibilities in the Company.

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**APPENDIX II****BIOGRAPHICAL DETAILS OF DIRECTORS  
PROPOSED TO BE RE-ELECTED AT AGM**

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As at the date of this circular, the interests or short positions of Mr. Yu in the Shares, underlying shares and debentures of the Company or any its associated corporation (within the meaning of Part XV of the SFO) which (i) were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or (iii) were required, pursuant to Rules 5.46 to 5.67 of the GEM Listing Rules relating to securities transactions by Directors to be notified to the Company and the Stock Exchange, were as follows:

<b>Name of Director</b>	<b>Interest in shares</b>	<b>Interest in underlying shares</b>	<b>Total interest in shares</b>	<b>Shareholding</b>
Mr. Yu Tao	13,848,000	16,000,000 <i>(Note 1)</i>	29,848,000	0.16%

*Note 1:* The Company granted 15,000,000 share options under the Share Option Scheme on 9 September 2019, and was approved at the special general meeting on 14 October 2019 and such share options are valid until 30 June 2024 and have an exercise price of HK\$0.90. The Company further granted 1,000,000 share options under the Share Option Scheme on 20 January 2023 and such share options are valid until 19 January 2028 and have an exercise price of HK\$0.385.

Save as disclosed above, as at the Latest Practicable Date, Mr. Yu does not have any interests or short positions in any Shares, underlying Shares or debentures of the Company and its associated corporations within the meaning of Part XV of the SFO. He has confirmed that there is no other information relating to his appointment which is required to be disclosed pursuant to Rule 17.50(2)(h) to (v) of the GEM Listing Rules or matters needed to be brought to the attention of the Shareholders. Save as disclosed herein, Mr. Yu has confirmed that he does not hold any other position with the Company and other members of the Group, or any other directorship in other listed public companies in Hong Kong or overseas in the last three years.

Mr. Yu does not have any relationship with any Directors, senior management, management shareholders, substantial shareholders or controlling shareholders of the Company and any of their respective associates (as defined under GEM Listing Rules) as at the Latest Practicable Date.

**Ms. Ying Hangyan**, aged 42, joined the Company in April 2018 and was appointed as an executive Director and the chief service officer of the Company in May 2018. She is responsible for management of the help center, talent development and organisation operation. Ms. Ying graduated from Beijing Technology and Business University with a bachelor degree in economics and a master degree in engineering, majoring in science management and engineering. Ms. Ying joined Youzan Group in 2014 as chief service officer and is responsible for the management of client services and contract compliance of Youzan Group. Prior to joining Youzan Group, Ms. Ying worked in Lexmark Printers (Shenzhen) Co., Ltd. (利盟打印機(深圳)有限公司), Huarun Sun Hung Kei Real Estate (Hangzhou) Co. Ltd. (華潤新鴻基房地產(杭州)有限公司) and Tang Shuo Education (唐碩教育).

Pursuant to a service contract entered into between the Company and Ms. Ying, her appointment as an executive Director is for a term of three years and shall continue thereafter subject to retirement by rotation at least once every three years in accordance with the Company's Bye-laws 99 and is eligible offer herself for re-election as director in the AGM. She is entitled to a director's fee of HK\$2,023,000 per annum, which is determined by the prevailing market conditions and her roles and responsibilities in the Company.

As at the date of this circular, the interests or short positions of Ms. Ying in the Shares, underlying shares and debentures of the Company or any its associated corporation (within the meaning of Part XV of the SFO) which (i) were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) were required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein; or (iii) were required, pursuant to Rules 5.46 to 5.67 of the GEM Listing Rules relating to securities transactions by Directors to be notified to the Company and the Stock Exchange, were as follows:

<b>Name of Director</b>	<b>Interest in shares</b>	<b>Interest in underlying shares</b>	<b>Total interest in shares</b>	<b>Shareholding</b>
Ms. Ying Hangyan	852,000	16,000,000 (Note 1)	16,852,000	0.09%

*Note 1:* The Company granted 15,000,000 share options under the Share Option Scheme on 9 September 2019, and was approved at the special general meeting on 14 October 2019 and such share options are valid until 30 June 2024 and have an exercise price of HK\$0.90. The Company further granted 1,000,000 share options under the Share Option Scheme on 20 January 2023 and such share options are valid until 19 January 2028 and have an exercise price of HK\$0.385.

Save as disclosed above, as at the Latest Practicable Date, Ms. Ying does not have any interests or short positions in any Shares, underlying Shares or debentures of the Company and its associated corporations within the meaning of Part XV of the SFO. She has confirmed that there is no other information relating to her appointment which is required to be disclosed pursuant to Rule 17.50(2)(h) to (v) of the GEM Listing Rules or matters needed to be brought to the attention of the Shareholders. Save as disclosed herein, Ms. Ying has confirmed that she does not hold any other position with the Company and other members of the Group, or any other directorship in other listed public companies in Hong Kong or overseas in the last three years.

Ms. Ying does not have any relationship with any Directors, senior management, management shareholders, substantial shareholders or controlling shareholders of the Company and any of their respective associates (as defined under GEM Listing Rules) as at the Latest Practicable Date.

**CHINA YOUZAN LIMITED**

**中國有贊有限公司**

**AMENDED AND RESTATED  
BYE-LAWS**

**OF**

**China Youzan Limited**

(as adopted by a Resolution passed on 2 March 2000 and effective on 10 April 2000 and amended by Special Resolutions passed on 4 May 2005, 30 April 2007, 3 May 2012, ~~and~~ 8 May 2018 and 29 June 2023)

**AMENDED AND RESTATED BYE-LAWS**

*(As conditionally by a Resolution passed on 2 March 2000 and effective on 10 April 2000 and amended by Special Resolutions passed on 4 May 2005, 30 April 2007, 3 May 2012 and, 8 May 2018 and 29 June 2023)*

of

**China Youzan Limited****PRELIMINARY**

1. (A) The marginal notes to these Bye-Laws shall not be deemed to be part of these Bye-Laws and shall not affect their interpretation and, in the interpretation of these Bye-Laws, unless there be something in the subject or context inconsistent therewith:

“address” shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or address or website used for the purposes of any communication pursuant to these Bye-Laws;

“announcement” means 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;

“appointed newspaper” shall have the meaning as defined in the Companies Act;

~~“associates” shall have the meaning as defined in the rules of the stock exchange in the Relevant Territory;~~

“Auditors” shall mean the persons for the time being performing the duties of that office;

“Bermuda” shall mean the Islands of Bermuda;

“business day” means a day on which The Stock Exchange of Hong Kong Limited is generally open for business of dealing in securities in Hong Kong. For the avoidance of doubt, where The Stock Exchange of Hong Kong Limited is closed for business of dealing in securities in Hong Kong on a business day by reason of a Number 8 or higher typhoon signal or black rainstorm warning, such day shall for the purposes of these Bye-Laws be counted as a business day;

“the Board” shall mean the board of directors of the Company as constituted from time to time or (as the context may require) the majority of Directors present and voting at a meeting of the Directors at which a quorum is present;

“these Bye-Laws” or “these presents” shall mean these Bye-Laws in their present form and all supplementary, amended or substituted Bye-Laws for the time being in force;

“call” shall include any instalment of a call;

“capital” shall mean the share capital from time to time of the Company;

“the Chairman” shall mean the Chairman presiding at any meeting of shareholders or of the Board;

“Clearing House” means a clearing house or authorised shares depository 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 meaning given to the term “close associate” in the Listing Rules as modified from time to time, except that for purposes of Bye-Law 98(H) where the transaction or arrangement to be approved by the Board is a Connected Transaction or Continuing Connected Transaction, it shall have the same meaning as that ascribed to “associate” in the Listing Rules;

“the Companies Act” shall mean the Companies Act 1981 of Bermuda as may from time to time be amended;

“the Company” or “this Company” shall mean China Youzan Limited incorporated in Bermuda on the 17 August, 1999;

“Connected Transaction” shall have the meaning given to the term “connected transaction” in the Listing Rules from time to time;

“Continuing Connected Transaction” shall have the meaning given to the term “continuing connected transaction” in the Listing Rules from time to time;

“corporate representative” means any person appointed to act in that capacity pursuant to Bye-laws 87A or 87B.

“debenture” and “debenture holder” shall respectively include “debenture stock” and “debenture stockholder”;

“Director” means a director of the Company;

“dividend” shall include scrip dividends, distributions in specie or in kind, capital distributions and capitalisation issues, if not inconsistent with the subject or context;

“electronic” shall mean relating to technology having electrical, digital, magnetic, wireless, optical electromagnetic or similar capabilities and such other meanings as given to it in the Electronic Transactions Act 1999 of Bermuda as may be amended from time to time;

“electronic communication” shall mean a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electron magnetic means in any form through any medium;

“electronic means” shall include sending or otherwise making available to the intended recipients of the communication an electronic communication;

“electronic meeting” shall mean a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities;

“full financial statements” shall mean the financial statements that are required under section 87(1) of the Companies Act as may be amended from time to time;

“Head Office” shall mean such office of the Company as the Directors may from time to time determine to be the principal office of the Company;

“HK\$” shall mean Hong Kong dollars or other lawful currency of Hong Kong;

~~“holder” in relation to a Preferred Share shall mean the holder of a Preferred Share allotted and issued to him, regardless of whether a share certificate has been issued in respect of such Preferred Share;~~

~~“holding company” and “subsidiary” shall have the meanings ascribed to them under the rules of the stock exchange of the Relevant Territory by the Companies Act;”~~

“Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China;

“hybrid meeting” shall mean a general meeting held and conducted by (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities;

“Listing Rules” shall mean the Rules Governing the Listing of Securities on GEM made by The Stock Exchange of Hong Kong Limited (as amended from time to time);

“Meeting Location(s)” shall have the same meaning given to it in Bye-Law 69A(A);

“Member” shall mean a member of the Company;

“month” shall mean a calendar month;

“Newspapers”, in relation to the publication in newspapers of any notice, shall mean in English in one leading English language daily newspaper and in Chinese in one leading Chinese language daily newspaper published and circulating generally in the Relevant Territory and specified for this purpose by the stock exchange in the Relevant Territory;

“notice” shall mean written notice unless otherwise specifically stated and as further defined in these Bye-Laws;

“Ordinary Shares” shall mean the ordinary shares of par value HK\$0.01 each in the share capital of the Company;

“paid up” in relation to a share, shall mean paid up or credited as paid up;

“physical meeting” shall mean a general meeting held and conducted by physical attendance and participation by Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;

“Principal Meeting Place” shall have the meaning given to it in Bye-Law 69A(B);

“the Principal Register” shall mean the register of shareholders of the Company maintained in Bermuda;

“the register” shall mean the Principal Register and any branch register to be kept pursuant to the provisions of the Statutes;

“Registered Office” shall mean the registered office of the Company for the time being;

“Registration Office” shall mean in respect of any class of share capital, such place or places in the Relevant Territory or elsewhere where the Directors from time to time determine to keep a branch register of shareholders in respect of that class of share capital and where (except in cases where the Directors otherwise agree) transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered;

“Relevant Territory” shall mean Hong Kong or such other territory as the Directors may from time to time decide if the issued ordinary share capital of the Company is listed on a stock exchange in such territory;

“Seal” shall mean any one or more common seals from time to time of the Company for use in Bermuda or in any place outside Bermuda;

“Secretary” shall mean the person or corporation for the time being performing the duties of that office;

“Securities Seal” shall mean a seal for use for sealing certificates for shares or other securities issued by the Company which is a facsimile of the Seal of the Company with the addition on its face of the words “Securities Seal”;

“share” shall mean share in the capital of the Company;

“shareholder” shall mean the duly registered holder from time to time of the shares in the capital of the Company;

“Statutes” shall mean the Companies Act, the Electronic Transactions Act 1999 of Bermuda, and every other act (as amended from time to time) for the time being in force of the Legislature of Bermuda applying to or affecting the Company, the Memorandum of Association and/or these presents;

“summarized financial statements” shall have the meaning ascribed to them in section 87A(3) of the Companies Act as may be amended from time to time;

“substantial shareholder” means 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 ~~rules of the stock exchange in the Relevant Territory~~ Listing Rules from time to time) of the voting power at any general meeting of the Company;

“Transfer Office” shall mean the place where the Principal Register is situate for the time being;

“US\$” shall mean United States dollars or other lawful currency of the United States of America;

“writing” or “printing” shall include writing, printing, lithography, photography, typewriting and every other mode of representing words or figures in a legible and non-transitory form.

- (B) In these Bye-Laws, unless there be something in the subject or context inconsistent herewith:
- (i) words denoting the singular shall include the plural and words denoting the plural shall include the singular;
  - (ii) words importing any gender shall include every gender and words importing persons shall include partnerships, firms, companies and corporations;
  - (iii) subject as aforesaid, any words or expressions defined in the Companies Act (except any statutory modification thereof not in force when these Bye-Laws become binding on the Company) shall, if not inconsistent with the subject and/or context, bear the same meaning in these Bye-Laws, save that “company” shall where the context permits include any company incorporated in Bermuda or elsewhere;~~and~~
  - (iv) references to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force,
  - (v) references to a person being present at or attending a general meeting, whether in person or by proxy, means that such person or proxy is present at a physical meeting or is participating via the electronic facilities specified by the Board in relation to that meeting. Accordingly, any references to attending or doing anything at the meeting “in person”, “personally”, “by proxy” and references to “attend”, “participate”, “attending”, “participating”, “attendance” and “participation” and any other similar expressions shall be read accordingly;

- (vi) expressions referring to writing or printing 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 (where applicable) comply with all applicable Statutes, rules and regulations;
- (vii) 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 (including, without limitation, the chairman of such meeting) 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 all other applicable laws, rules and regulations and these Bye-Laws, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;
- (viii) 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 corporate 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 and all other applicable laws, rules and regulations 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;
- (ix) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video, platform, device, system, application technology or any form of conference call systems (telephone, video, web or otherwise); and
- (x) 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 corporate representative of such Member.

- (C) A resolution shall be a Special Resolution when it has been passed by a majority of not less than three-fourths of the votes cast by such shareholders as, being entitled so to do, vote in person or, by a duly authorised corporate representative or, where proxies are allowed, by proxy at a general meeting of which not less than 21 clear days' notice, specifying (without prejudice to the power contained in these presents to amend the same) the intention to propose the resolution as a Special Resolution, has been duly given. Provided that a meeting may be called by shorter notice in accordance with Bye-Law 63., if it is so agreed by a majority in number of the shareholders having a right to attend and vote at any such meeting, being a majority together holding not less than 95 per cent, in nominal value of the shares giving that right of the total voting rights at the meeting of all the Members and, in the case of an annual general meeting, if it is so agreed by all the Members entitled to attend and vote thereat, a resolution may be proposed and passed as a Special Resolution at a meeting of which less than 21 clear days' notice has been given.
- (D) A resolution shall be an Ordinary Resolution when it has been passed by a simple majority of the votes cast by such shareholders as, being entitled so to do, vote in person or by a duly authorised corporate representative or, where proxies are allowed, by proxy at a general meeting held in accordance with these presents and of which not less than 14 clear days' notice has been duly given. Provided that a meeting may be called by shorter notice in accordance with Bye-Law 63., if it is so agreed by a majority in number of the shareholders having a right to attend and vote at any such meeting, being a majority together holding not less than 95 per cent, in nominal value of the shares giving that right of the voting rights, a resolution may be proposed and passed as an Ordinary Resolution at a meeting of which less than 14 clear days' notice has been given.
- (E) 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.
2. Without prejudice to any other requirements of the Statutes, a Special Resolution shall be required to alter the Memorandum of Association, to approve any amendment of these presents or to change the name of the Company.

**SHARES, WARRANTS AND MODIFICATION OF RIGHTS**

3. Without prejudice to any special rights or restrictions for the time being attaching to any shares or any class of shares, any share may be issued upon such terms and conditions and with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination or so far as the same may not make specific provision, as the Board may determine) and any preference share may, subject to the Companies Act and with the sanction of a Special Resolution, be issued on the terms that it is liable to be redeemed upon the happening of a specified event or upon a given date and either at the option of the Company or, if so authorised by the Memorandum of Association of the Company, at the option of the holder.
- 3A. 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 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 shareholders alike.
4. The Board may, subject to the approval by the shareholders in general meeting, issue warrants to subscribe for any class of shares or securities of the Company on such terms as the Board may from time to time determine. Where warrants are issued to bearer, no certificate thereof shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such replacement certificate.
5. (A) For the purposes of Section 47 of the Companies Act, if at any time the capital is divided into different classes of shares, all or any of the special rights attached to any class (unless otherwise provided for by the terms of issue of the shares of that class) may, subject to the provisions of the Companies Act, be varied or abrogated either with the consent in writing of the holders of not less than three-fourths ~~in nominal value~~ of the voting rights 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 by at least three-fourths of the votes cast by the holders of the shares of that class present and voting in person or by proxy at a separate general meeting of the such holders of the shares of that class.~~ To every such separate ~~general~~ meeting the provisions of these Bye-Laws relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be ~~not less than~~ at least two persons holding or representing by proxy at least one-third ~~in nominal value~~ of the issued shares of that class, and that any holder of shares of the class present in person or by proxy or by a duly authorised corporate representative may demand a poll.

- (B) The provisions of this Bye-Law shall apply to the variation or abrogation of the special rights attached to the shares of any class as if each group of shares of the class differently treated formed a separate class the rights whereof are to be varied or abrogated.
- (C) 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 altered by the creation or issue of further shares ranking *par passu* therewith.

#### **SHARES AND INCREASE OF CAPITAL**

6. (A) The authorised share capital of the Company is HK\$~~200,000,000~~300,000,000 divided into ~~20,000,000,000~~30,000,000,000 Ordinary Shares of par value HK\$0.01 each ~~as at the special general meeting of the Company held on 4 May 2005.~~
- (B) Subject to the Statutes, the power contained in the Memorandum of Association for the Company to purchase or otherwise acquire its shares shall be exercisable by the Board upon such terms and subject to such conditions as it thinks fit.
- (C) Subject, where applicable, to the rules of any relevant stock exchange, the Company may in accordance with an employees' share scheme approved by the shareholders in general meeting provide money on such terms as the Board thinks fit for the acquisition of fully or partly paid shares in the Company or its holding company. For the purposes of this Bye-Law, an employees' share scheme is a scheme for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of bona fide employees or former employees (including, notwithstanding Section 96 of the Companies Act, any such bona fide employee or former employee who is or was also a director) of the Company, a subsidiary of the Company or holding company or a subsidiary of the Company's holding company, or the wives, husbands, widows, widowers or children or step-children under the age of twenty-one of such employees or former employees.
- (D) Subject, where applicable, to the rules of any relevant stock exchange, the Company, a subsidiary of the Company or holding company or a subsidiary of the Company's holding company may make loans to persons (including, notwithstanding Section 96 of the Companies Act, any such bona fide employee or former employee who is or was also a director) employed in good faith by the Company with a view to enabling those persons to acquire fully or partly paid shares in the Company or its holding company to be held by them by way of beneficial ownership.

- (E) The conditions subject to which money and loans are provided under paragraphs (C) and (D) of this Bye-Law may include a provision to the effect that when an employee ceases to be employed by the Company, the shares acquired with such financial assistance shall or may be sold to the Company on such terms as the Board thinks fit.
7. The Company in general meeting may from time to time, whether or not all the shares for the time being authorised shall have been issued and whether or not all the shares for the time being issued shall have been fully paid up, by Ordinary Resolution increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such class or classes and of such amounts in Hong Kong dollars or United States dollars or such other currency as the shareholders may think fit and as the resolution may prescribe.
8. Any new shares shall be issued upon such terms and conditions and with such rights, privileges or restrictions annexed thereto as the general meeting resolving upon the creation thereof shall direct, and if no direction be given, subject to the provisions of the Statutes and of these Bye-Laws, as the Board shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special right or without any right of voting.
9. The Company may by Ordinary Resolution, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the existing holders of any class of shares in proportion as nearly as may be to the number of shares of such class held by them respectively, or make any other provisions as to the issue and allotment of such shares, but in default of any such determination or so far as the same shall not extend, such shares may be dealt with as if they formed part of the capital of the Company existing prior to the issue of the same.
10. 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.

11. All unissued shares shall be at the disposal of the Board and it may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times, for such consideration and generally on such terms as it in its absolute discretion thinks fit, but so that no shares shall be issued at a discount. The Directors shall, as regards any offer or allotment of shares, comply with the provisions of the Companies Act, if and so far as such provisions may be applicable thereto. 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 offer, option or shares to shareholders 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. Shareholders affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of shareholders for any purpose whatsoever.
12. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the Companies Act shall be observed and complied with, and in each case the commission shall not exceed ten per cent, of the price at which the shares are issued.
13. Except as otherwise expressly provided by these Bye-Laws or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any share upon any trust and, except as aforesaid, the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other right or claim to or in respect of any shares except an absolute right to the entirety thereof of the registered holder.

#### **REGISTER OF SHAREHOLDERS AND SHARE CERTIFICATES**

14. (A) The Board shall cause to be kept a register of the shareholders and there shall be entered therein the particulars required under the Companies Act.  
  
(B) Subject to the provisions of the Companies Act, if the Board considers it necessary or appropriate, the Company may establish and maintain a local or branch register at such location outside Bermuda as the Board thinks fit and, while the issued share capital of the Company is, with the consent of the Board, listed on any stock exchange in the Relevant Territory, the Company shall keep a branch register in the Relevant Territory.

- (B)(C) Except when the register is closed, any Member may inspect during the business hours any branch register maintained in Hong Kong without charge and require the provision to him of copies or extracts thereof in all respects as if the Company were incorporated under and were subject to the Companies Ordinance (Chapter 612622 of the laws of Hong Kong).
15. Every person whose name is entered as a shareholder in the register shall be entitled without payment to receive within two months after allotment or lodgment of a transfer (or within such other period as the conditions of issue shall provide or, such shorter period as such stock exchange may from time to time prescribe) one certificate for all his shares, or, if he shall so request, in a case where the allotment or transfer is of a number of shares in excess of the number for the time being forming a stock exchange board lot for the purposes of the stock exchange on which the shares are listed, upon payment, in the case of a transfer, of such sum (not exceeding in the case of any share capital listed on a stock exchange in the Relevant Territory, HK\$2.50 or such greater sum as such stock exchange may from time to time permit, and in the case of any other shares, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant register is situate, or otherwise such other sum as the Company may by Ordinary Resolution determine) for every certificate after the first as the Board may from time to time determine, such number of certificates for shares in stock exchange board lots or multiples thereof as he shall request and one for the balance (if any) of the shares in question, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue a certificate or certificates to each such person, and the issue and delivery of a certificate or certificates to one of the joint holders shall be sufficient delivery to all such holders.
16. Every certificate for shares, warrants or debentures or representing any other form of securities of the Company shall be issued under the Seal of the Company, which for this purpose may be a Securities Seal or a facsimile thereof or with the seal printed thereon. The seal may only be affixed 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.-
17. Every share certificate hereafter issued shall specify the number and class of shares in respect of which it is issued and the amount paid thereon and may otherwise be in such form as the Board may from time to time prescribe. A share certificate shall relate to only one class of shares.
18. (A) The Company shall not be bound to register more than four persons as joint holders of any share.

- (B) If any share shall stand in the names of two or more persons, the person first named in the register shall be deemed the sole holder thereof as regards service of notice and, subject to the provisions of these Bye-Laws, all or any other matter connected with the Company, except the transfer of the shares.
19. If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, (not exceeding, in the case of any share capital listed on a stock exchange in the Relevant Territory, HK\$2.50 or such greater sum as such stock exchange may from time to time permit, and, in the case of any other capital, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant register is situate, or otherwise such sum as the Company may by Ordinary Resolution determine) as the Board shall from time to time determine and on such terms and conditions, if any, as to publication of notices, evidence and indemnity as the Board thinks fit and in the case of wearing out or defacements after delivery up of the old certificate. In the case of destruction or loss, the person to whom such replacement certificate is given shall also bear and pay to the Company any exceptional costs and the reasonable out-of-pocket expenses incidental to the investigation by the Company of the evidence of such destruction or loss and of such indemnity.

#### **LIEN**

20. The Company shall have a first and paramount lien and charge on every share (not being a fully paid up share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share. The Company shall also have a first and paramount lien and charge on all shares (other than fully paid up shares) standing registered in the name of a shareholder, whether singly or jointly with any other person or persons, for all the debts and liabilities of such shareholders or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such shareholder, 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 shareholder or his estate and any other person, whether a shareholder of the Company or not. The Company's lien (if any) on a share shall extend to all dividends and bonuses declared in respect thereof. The Board may at any time either generally or in any particular case waive any lien that has arisen, or declare any share to be exempt wholly or partially from the provisions of this Bye-Law.

21. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of intention to sell in default, shall have been given to the registered holder for the time being of the shares or the person entitled to the shares by reason of such holder's death, bankruptcy or winding-up.
22. The net proceeds of such sale after the payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability or engagement in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For the purpose of giving effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in relating to the sale.

#### **CALLS ON SHARES**

23. The Board may from time to time make such calls as it may think fit upon the shareholders in respect of any moneys unpaid on the shares held by them respectively (whether on account of the nominal value of shares or by way of premium) and not by the conditions of issue or allotment thereof made payable at a fixed time, A call may be made payable either in one sum or by instalments.
24. Fourteen clear days' notice at least of any call shall be given specifying the time and place of payment and to whom such call shall be paid.
25. A copy of the notice referred to in Bye-Law 24 shall be sent to shareholders in the manner in which notices may be sent to shareholders by the Company as herein provided.
26. In addition to the giving of notice in accordance with Bye-Law 25, notice of the person appointed to receive payment of every call and of the times and places appointed for payment may be given to the shareholders by notice to be published at least once in the Newspapers.

27. Every shareholder upon whom a call is made shall pay the amount of every call so made on him to the person and at the time or times and place or places as the Board shall appoint.
28. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
29. The joint holders of a share shall be severally as well as jointly liable joint for the payment of all calls and instalments due in respect of such share or other moneys due in respect thereof.
30. The Board may from time to time at its discretion extend the time fixed for any call, and may extend such time as regards all or any of the shareholders whom due to residence outside the Relevant Territory or other cause the Board may deem entitled to any such extension but no shareholder shall be entitled to any such extension except as a matter of grace and favour.
31. If the sum payable in respect of any call or instalments is not paid on or before the day appointed for payment thereof, the person or persons from whom the sum is due shall pay interest on the same at such rate not exceeding twenty per cent, per annum as the Board shall fix from the day appointed for the payment thereof to the time of the actual payment, but the Board may waive payment of such interest wholly or in part.
32. No shareholder shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another shareholder) at any general meeting, either personally, or (save as proxy for another shareholder) by proxy or by a duly authorised corporate representative, or be reckoned in a quorum, or to exercise any other privilege as a shareholder until all calls or instalments due from him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
33. 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 shareholder 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 of the Board making the call has been duly recorded in the minute book of the Board; and that notice of such call was duly given to the shareholder sued, in pursuance of these Bye-Laws; and it shall not be necessary to prove the appointment of the Board who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

34. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the nominal value of the share and/or by way of premium, shall for all purposes of these Bye-Laws be deemed to be a call duly made, notified, and payable on the date fixed for payment, and in case of non-payment all the relevant provisions of these Bye-Laws as to payment of interest and expenses, forfeiture and the like, shall apply as if such sums had become payable by virtue of a call duly made and notified. The Board may on the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the time of payment.
35. The Board may, if it thinks fit, receive from any shareholder willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any shares held by him, and in respect of all or any of the moneys so advanced the Company may pay interest at such rate (if any) not exceeding twenty per cent, per annum as the Board may decide but a payment in advance of a call shall not entitle the shareholder to receive any dividend or to exercise any other rights or privileges as a shareholder in respect of the share or the due portion of the shares upon which payment has been advanced by such shareholder before it is called up. The Board may at any time repay the amount so advanced upon giving to such shareholder not less than one month's notice in writing of their 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.

#### **TRANSFER OF SHARES**

36. Subject to the Companies Act, all transfers of shares may be effected by transfer in writing in the usual or common form or in such other form (which will include such standard form of transfer as may be prescribed by The Stock Exchange of Hong Kong Limited) as the Board may accept and may be under hand or by means of mechanically imprinted signatures or such other manner as the Board may from time to time approve.
37. The instrument of transfer of any share shall be executed by or on behalf of the transferor and by or on behalf of the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case in which it thinks fit, in its absolute discretion, to do so. 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.

38. (A) The Board may, in its absolute discretion, at any time and from time to time transfer any share upon the Principal Register to any branch register or any share on any branch register to the Principal Register or any other branch register.
- (B) 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 stipulate, and which agreement it shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold) no shares on the Principal Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Principal 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 Principal Register, at the Transfer Office. Unless the Board otherwise agrees, all transfers and other documents of title shall be lodged for registration with, and registered at, the relevant Registration Office.
- (C) Notwithstanding anything contained in this Bye-Law, the Company shall as soon as practicable and on a regular basis record in the Principal Register all transfers of shares effected on any branch register and shall at all times maintain the Principal Register in all respects in accordance with the Companies Act.
39. The Board may, in its absolute discretion, and without assigning any reason, 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 option scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also refuse to register a transfer of any share (whether fully paid up or not) to more than four joint holders or a transfer of any shares (not being a fully paid up share) on which the Company has a lien.
40. The Board may also decline to recognise any instrument of transfer unless:–
- (i) such sum, if any, (not exceeding, in the case of any share capital listed on a stock exchange in the Relevant Territory, HK\$2.50 or such greater sum as such stock exchange may from time to time permit, and, in the case of any other capital, such sum in such currency as the Board may from time to time determine to be reasonable in the territory in which the relevant register is situate, or otherwise such sum as the Company may by Ordinary Resolution determine) as the Board shall from time to time determine is paid to the Company in respect thereof has been paid;

- (ii) the instrument of transfer is lodged at the relevant Registration Office or, as the case may be, the Transfer Office accompanied by the certificate of the shares to which it relates, 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);
  - (iii) the instrument of transfer is in respect of only one class of share;
  - (iv) the shares concerned are free of any lien in favour of the Company;
  - (v) if applicable, the instrument of transfer is properly stamped; and
  - (vi) where applicable, the permission of the Bermuda Monetary Authority with respect thereto has been obtained.
41. No transfer of any shares (not being a fully paid up share) shall be made to an infant or to a person of unsound mind or under other legal disability.
42. If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and the transferee notice of such refusal.
43. Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued without charge to the transferee in respect of the shares transferred to him, and if any of the shares included in the certificate so given up shall be retained by the transferor a new certificate in respect thereof shall be issued to him without charge. The Company shall also retain the instrument of transfer.
44. The registration of transfers may be suspended and the register closed on giving notice by advertisement in an appointed newspaper and in the Newspapers and on terms equivalent to the relevant section of the Companies Ordinance at such times and for such periods as the Board may from time to time determine and either generally or in respect of any class of shares. The register shall not be closed for more than thirty days in any year.

**TRANSMISSION OF SHARES**

45. In the case of the death of a shareholder, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.
46. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a shareholder may, upon such evidence as to his title being produced as may from time to time be required by the Board, and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.
47. If the person becoming entitled to a share pursuant to Bye-Law 46 shall elect to be registered himself, as the holder of such share he shall deliver or send to the Company a notice in writing signed by him at (unless the Board otherwise agrees) the Registration Office, stating that he so elects. If he shall elect to have his nominee registered, he shall testify his election by executing a transfer of such shares to his nominee. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death, bankruptcy or winding-up of the shareholder had not occurred and the notice or transfer were a transfer executed by such shareholder.
48. A person becoming entitled to a share by reason of the death, bankruptcy or winding-up of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Bye-Law 77 being met, such a person may vote at general meetings of the Company.

**FORFEITURE OF SHARES**

49. If a shareholder fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, without prejudice to the provisions of Bye-Law 32, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and which may thereafter accrue up to the date of actual payment.

50. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and it shall also name the place where payment is to be made, such place being either the Registered Office or a Registration Office. The notice shall also state that, in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
51. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share and not actually paid before the forfeiture. The Directors may accept the surrender of any shares liable to be forfeited hereunder and in such cases references in these Bye-Laws to forfeiture shall include surrender.
52. Any share so forfeited shall be deemed to be the property of the Company, and may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Board thinks fit.
53. A person whose shares have been forfeited shall cease to be a shareholder in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the forfeited shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until the date of actual payment at such rate not exceeding twenty per cent, per annum as the Board may prescribe, and the Board may enforce the payment thereof if it thinks fit, and without any deduction or allowance for the value of the shares 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 such 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.

54. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited or surrendered on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
55. When any share shall have been forfeited, notice of the forfeiture shall be given to the shareholder 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.
56. 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, cancel the forfeiture on such terms as the Board thinks fit or permit the shares so forfeited to be bought back or redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the shares, and upon such further terms (if any) as it thinks fit.
57. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payment thereon.
58. (A) The provisions of these Bye-Laws as to forfeiture shall apply in the case of non-payment of any sum which, by 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.
- (B) In the event of a forfeiture of shares the shareholder shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited and in any event the certificates representing shares so forfeited shall be void and of no further effect.

#### **ALTERATION OF CAPITAL**

59. (A) The Company may from time to time by Ordinary Resolution:–
- (i) increase its capital as provided by Bye-Law 7;

- (ii) consolidate or divide all or any of its share capital into shares of larger amount than its existing shares; and on any consolidation of fully paid shares into shares of larger amount, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into a consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interest or may be paid to the Company for the Company's benefit;
  - (iii) divide its shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;
  - (iv) 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 provisions of the Companies Act, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares;
  - (v) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled;
  - (vi) make provision for the issue and allotment of shares which do not carry any voting rights; and
  - (vii) change the currency denomination of its share capital.
- (B) The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account or other undistributable reserve in any manner authorised and subject to any conditions prescribed by law.

**GENERAL MEETINGS**

60. (A) The Company shall ~~in~~ for each financial year hold a general meeting as its annual general meeting in addition to any other meeting in that financial year and shall specify the meeting as such in the notice calling it; ~~and~~. The annual general meeting shall be held within six months after the end of the Company's last preceding financial year, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held in the Relevant Territory or elsewhere as may be determined by the Board and at such time and place as the Board shall appoint. A meeting of the shareholders or any class thereof may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
- (B) Save where a general meeting is required by the Companies 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 an Ordinary 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 shareholder to sign, and where the resolution states a date as being the date of his signature thereof by any shareholder 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 shareholders.
61. All general meetings other than annual general meetings shall be called special general meetings. General meetings (including any adjourned or postponed meetings) may be held as physical meetings in any part of the world, and at one or more locations as provided for in Bye-Law 69A(A), as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.

62. The Board may, whenever it thinks fit, convene a special general meeting, and special general meetings shall also be convened on requisition, subject to the Listing Rules and as provided by the Companies Act, and, in default, may be convened by the requisitionists. The requisition of one or more Members holding, as at the date of the deposit of the requisition, not less than one-tenth of the paid-up share 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 to add resolutions to a meeting agenda; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty-one (21) clear days of such deposit the Board fails to proceed to convene such meeting the requisitionists themselves may proceed to convene a physical meeting in accordance with section 74(3) of the Companies Act at only one location which will be the Principal Meeting Place (as defined in Bye-Law 63). Any Member who is entitled to requisition a special general meeting of the Company pursuant to this Bye-Law is also entitled to add resolutions to the agenda for any general meeting of the Company by giving a notice in writing to the Board or the Secretary.
63. An annual general meeting shall be called by notice in writing of ~~not less than~~ at least twenty-one (21) clear days ~~and not less than twenty (20) clear business days and any special general meeting called for the passing of a Special Resolution shall be called by notice in writing of not less than twenty-one (21) clear days and not less than ten (10) clear business days. All other special general meetings may shall be called by notice in writing of not less than at least fourteen (14) clear days, and not less than ten (10) clear business days however~~ if permitted by the rules of the stock exchange in the Relevant Territory and subject to the Companies Act, a general meeting may be called by shorter notice than specified in this Bye-Law and shall be deemed to have been duly called if it is so agreed:
- (i) in the case of a meeting called as the annual general meeting, by all the shareholders entitled to attend and vote thereat; and
  - (ii) in the case of any other meeting, by a majority in number of the shareholders having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent, (95%) in nominal value of the shares giving that right.

The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place (save for an electronic meeting), or if there is more than one meeting location as determined by the Board pursuant to Bye-Law 69A the principal place of the meeting (the "Principal Meeting Place"), the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Bye-Laws, entitled to receive such notices from the Company. If the general meeting is to be held as 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 when and where such details will be made available by the Company prior to the meeting.

64. (A) The accidental omission to give any notice to, or the non-receipt of any by, any person entitled to receive notice shall not invalidate any resolution passed or any proceedings at any such meeting.
- (B) In the case where instruments of proxy are sent out with any notice, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice of the relevant meeting shall not invalidate any resolution passed or any proceeding at any such meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

65. 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 ordinary or extra or special remuneration to the Directors.
66. For all purposes the quorum for a general meeting shall be two shareholders present in person (in the case of a Member being a corporation) or by a duly authorised corporate representative or by proxy or by two persons appointed by a Clearing House as its authorised representatives and entitled to vote (or, in the case of a Member being a corporation, by its duly authorised corporate representative) or by proxy, or two persons appointed by a Clearing House as its authorised representatives. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the meeting.

67. If within fifteen minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Board. If at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the meeting shall be dissolved.
68. The Chairman (if any) of the Board or, if he is absent or declines to take the chair at such meeting, the Deputy Chairman (if any) shall take the chair at every general meeting, or, if there be no such Chairman or Deputy Chairman, or, if at any general meeting neither of such Chairman or Deputy Chairman is present within fifteen minutes after the time appointed for holding such meeting, or both such persons decline to take the chair at such meeting, the Directors present shall choose one of their number as Chairman, and if no Director be present or if all the Directors present decline to take the chair or if the Chairman chosen shall retire from the chair, then the shareholders present shall choose one of their number to be Chairman.
69. The Chairman may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more, at least seven clear days<sup>1</sup> notice, specifying the place, the day and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no shareholder shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
- 69A. (A) 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 (the “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.

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

(C) The Board and, at any general meeting, the Chairman 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 permitted 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.

(D) If it appears to the Chairman 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 69A(A) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or
- (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 may have under these Bye-Laws or at common law, the Chairman may, at his absolute discretion, without the consent of the Members present at the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

- (E) The Board and, at any general meeting, the Chairman may make any arrangement and impose any requirement or restriction as the Board or the Chairman, 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.
- (F) If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a gale warning, 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 69, 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; furthermore, 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.
- (G) All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Bye-Law 69A(C), 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.
70. At any general meeting a resolution put to the vote of the meeting shall be decided by way of poll save that the Chairman of the meeting may in good faith and in compliance with the rules of the stock exchange in the Relevant Territory, allow a resolution which relates purely to a procedural and administrative matter to be voted on by a show of hands in which case every Member present in person (or, in the case of a Member. Being a corporation, by its duly authorised corporate representative), 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 the 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 the Members; and (ii) relate to the Chairman's duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively dealt with, whilst allowing all Members a reasonable opportunity to express their views.

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:–

- (i) the Chairman of the meeting; or

- (†)(ii) by at least three shareholders present in person or by a duly authorised corporate representative or by proxy for the time being entitled to vote at the meeting; or
- (‡)(iii) by any shareholder or shareholders present in person or by a duly authorised corporate representative or by proxy and representing not less than one-tenth of the total voting rights of all the shareholders having the right to vote at the meeting; or
- (‡)(iv) by any shareholder or shareholders present in person or by a duly authorised corporate representative 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 the shares conferring that right.

Where a resolution is voted on by a show of hands, unless a poll is demanded and the demand is not withdrawn, a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect made in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

For the purpose 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 the shareholders; 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 shareholders a reasonable opportunity to express their views.

- 71. If a poll is required or demanded as aforesaid, the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the rules of the stock exchange in the Relevant Territory.
- 72. Intentionally Deleted
- 73. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by the Bye-Laws or by the Companies Act. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote the Chairman shall determine the same, and such determination shall be final and conclusive.

74. Intentionally Deleted
75. For the purposes of section 106 of the Companies Act, a Special Resolution of the Company, and of any relevant class of shareholders, shall be required to approve any amalgamation agreement as referred to in that section.

#### **VOTES OF SHAREHOLDERS**

76. (A) Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting on a show of hands every shareholder who is present in person or by a duly authorised corporate representative shall have one vote, and on a poll every shareholder present in person or by a duly authorised corporate representative or by proxy, shall have one vote for every share of which he is the holder which is fully paid up or credited as fully paid up (but so that no amount paid up or credited as paid up on a share in advance of calls or instalments shall be treated for the purposes of this Bye-Law as paid up on the share). On a poll a shareholder entitled to more than one vote need not use all his votes or cast his votes in the same way.
- (B) Where any shareholder is, under the rules of the stock exchange in the Relevant Territory, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such shareholder in contravention of such requirement or restriction shall not be counted.
- (C) Each Member has 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.
77. Any person entitled under Bye-Law 46 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 at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Board of his right to be registered as the holder of such shares or the Board shall have previously admitted his right to vote at such meeting in respect thereof.

78. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto; but if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased shareholder in whose name any share stands shall for the purposes of this Bye-Law be deemed joint holders thereof.
79. A shareholder of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator baths or other person may on a poll vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be delivered to such place or one of such places (if any) as is specified in accordance with these Bye-Laws for the deposit of instruments of proxy or, if no place is specified, at the Registration Office.
80. (A) Save as expressly provided in these Bye-Laws, no person other than a shareholder duly registered and who shall have paid everything for the time being due from him payable to the Company in respect of his shares shall be entitled to be present or to vote (save as proxy for another shareholder) either personally or by proxy or to be reckoned in a quorum (save as proxy for another shareholder), at any general meeting.
- (B) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman, whose decision shall be final and conclusive.
81. Any shareholder of the Company (including a shareholder which is a Clearing House (or its nominee)) entitled to attend and vote at a meeting of the Company or a meeting of the holders of any class of shares in the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. ~~On a vote on a show of hands, only a member present in person or by a duly authorised corporate representative may vote. On a poll~~ votes ~~Votes~~ may be given either personally or by a duly authorised corporate representative or by proxy. A shareholder who is the holder of two or more shares may appoint more than one proxy to attend on the same occasion. A proxy need not be a shareholder. In addition, a proxy or proxies representing either an individual shareholder or a shareholder which is a corporation, shall be entitled to exercise the same powers on behalf of the shareholder which he or they represent as such shareholder could exercise, including the right to speak and vote individually on a show of hands or on a poll, ~~but, notwithstanding the generality of the foregoing shall not have the right to vote individually on a show of hands.~~

82. (A) 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 seal or under the hand of an officer or attorney duly authorised. If the Board in its absolute discretion determines, the instrument appointing a proxy may be contained in an electronic communication and submitted in the manner as stated in this Bye-Law 82 or submitted by or on behalf of the appointer, subject to such terms and conditions and authenticated in such manner as the Board may in its absolute discretion determine.~~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 seal or under the hand of an officer or attorney duly authorised.~~
- (B) 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 as 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.
- (C) The Company may, at its absolute discretion, provide an electronic address or an electronic platform for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show 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 or electronic platform is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address or by means of such electronic platform, 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 or electronic platform may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses or electronic platform 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 or via its designated electronic platform provided in accordance with this Bye-Law or if no electronic address or electronic platform is so designated by the Company for the receipt of such document or information.

83. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office) or if the Company has provided an electronic address or an electronic platform in accordance with Bye-law 82(C), shall be received at the electronic address or via the electronic platform specified in the notice subject to any conditions or limitations imposed by the Company, not less than forty-eight hours before the time for holding the meeting or adjourned or postponed meeting or poll (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned or postponed meeting or on a poll demanded at a meeting or an adjourned meeting in a case where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a shareholder from attending and voting in person or by means of an electronic platform at the meeting or any adjournment thereof or upon the poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.~~The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office) not less than forty-eight hours before the time for holding the meeting or adjourned meeting or poll (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in a case where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a shareholder from attending and voting in person at the meeting or upon the poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.~~
84. Every instrument of proxy, whether for a specified meeting or otherwise, shall be in such form as the Board may from time to time approve.

85. The instrument appointing a proxy to vote at a general meeting shall: (i) be deemed to confer authority upon the proxy to demand or join in demanding a poll and to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit. Provided that any form issued to a shareholder for use by him for appointing a proxy to attend and vote at a special general meeting or at an annual general meeting at which any business is to be transacted shall be such as to enable the shareholder, according to his intentions, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his discretion in respect of each resolution dealing with any such business; and (ii) unless the contrary is stated therein, be valid as well for any adjournment 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.
86. A vote given in accordance with the terms an instrument of proxy or power of attorney or by a duly authorised corporate representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its Registration Office, or at such other place as is referred to in Bye-Law 833, at least two hours before the commencement of the meeting or adjourned meeting at which the proxy is used.
87. (A) Any corporation which is a shareholder of the Company may, by resolution of its directors or other governing body or by power of attorney, authorise such person as it thinks fit to act as its corporate representative at any meeting of the Company or of any class of shareholders of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise as if it were an individual shareholder of the Company. References in these Bye-Laws to a shareholder present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a shareholder represented at the meeting by such duly authorised corporate representative or by one or more proxies. Nothing contained in this Bye-~~law~~ Law shall prevent a corporation which is a shareholder of the Company from appointing one or more proxies to represent it pursuant to Bye-~~law~~ Law 81.

- (B) If a Clearing House (or its nominee) is a shareholder of the Company, it may appoint such person or persons as it thinks fit to act as its proxy or proxies or as its corporate representative or representatives at any meeting of the Company (including but not limited to general meetings and creditors meetings) or at any meeting of any class of shareholders of the Company provided that, if more than one proxy or, corporate representative is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy or corporate representative is so appointed. A person so appointed under the provisions of this ~~Bye-law~~Bye-Law shall be entitled to exercise the same rights and powers on behalf of the Clearing House (or its nominee(s)) which he represents as that Clearing House (or its nominee) could exercise as if it were an individual shareholder, including the right to speak and the right to vote individually on a show of hands or on a poll notwithstanding the provisions of ~~Bye-law~~Bye-Laws 76 and 81. The number of persons a Clearing House (or its nominee) may appoint to act as its corporate representative or representatives shall not exceed the number of shares held by a Clearing House (or its nominee), being shares in respect of which there is an entitlement to attend and vote at the relevant meeting.

#### **REGISTERED OFFICE**

88. The Registered Office shall be at such place in Bermuda as the Board shall from time to time appoint.

#### **BOARD OF DIRECTORS**

89. The number of Directors shall not be less than two and shall not be more than fifteen. The Company shall keep at the Registered Office a register of its directors and officers in accordance with the Statutes.
90. The Company in general meeting may by Ordinary Resolution elect a person or persons qualified to be Directors to act as Directors in the alternative to any of the Directors of the Company or may authorise the Board to appoint such alternate Directors. Any alternate Director may be removed by the Company in general meeting by Ordinary Resolution and, if appointed by the Board, may be removed by the Board and, subject thereto, the office of alternate Director shall continue until the next annual election of Directors in accordance with Bye-Law 99 or, if earlier, the date on which the relevant Director ceases to be a Director. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director.

91. (A) A Director may at any time, by notice in writing signed by him delivered to the Registered Office or to the Head Office or at a meeting of the Board, appoint any person (including another Director) to act as alternate Director in his place during his absence and may in like manner at any time determine such appointment. If such person is not another Director such appointment unless previously approved by the Board shall have effect only upon and subject to being so approved. The appointment of an alternate Director shall determine on the happening of any event which, were he a Director, would cause him to vacate such office or if his appointor ceases to be a Director.
- (B) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the ordinary remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- (C) An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or 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.
- (D) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Bye-Laws relating to Directors 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.
- (E) 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). The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

- (F) No alternate Director shall by virtue of that position be a director for the purposes of the Companies Act, but shall nevertheless be subject to the provisions of the Companies Act in so far as they relate to the duties and obligations of directors (other than the obligations to hold any qualifying share in the Company) when performing the functions of a Director.
92. A Director or an alternate Director shall not be required to hold any qualification shares but shall nevertheless be entitled to attend and speak at all general meetings of the Company and all meetings of any class of shareholders of the Company.
93. The Directors shall be entitled to receive by way of remuneration for their services as Directors such sum as shall from time to time be determined by the Company in general meeting, such sum (unless otherwise directed by the resolution by which it is voted) to be divided amongst the Directors in such proportions and in such manner as the Board may agree, or failing agreement, equally, except that in such event any Director holding office for less than the whole of the relevant period in respect of which the remuneration is paid shall only rank in such division in proportion to the time during such period for which he has held office. The foregoing provisions shall not apply to a Director who holds any salaried employment or office in the Company except in the case of sums paid in respect of Directors' fees.
94. The Directors shall also be entitled to be repaid all travelling, hotel and other expenses reasonably incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from board meetings, committee meetings or general meetings or otherwise incurred whilst engaged in the business of the Company or in the discharge of their duties as Directors.
95. The Board may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by way of salary, commission or participation in profits or otherwise as the Board may determine.

96. (A) Notwithstanding Bye-Laws 93, 94 and 95, the remuneration of a Managing Director, Joint Managing Director, Deputy Managing Director or an Executive Director or a Director appointed to any other office in the management of the Company may from time to time be fixed by the Board and may be by way of salary, commission, or participation in profits or otherwise or by all or any of those modes and with such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time decide. Such remuneration shall be in addition to his ordinary remuneration as a Director.
- (B) Payments to any Director or past Director of any sum by way of compensation for loss of office or as consideration for or in connection with his retirement from office (not being a payment to which the Director is contractually entitled) must be approved by the Company in general meeting.
97. (A) A Director shall vacate his office:–
- (i) if he becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors generally;
  - (ii) if he becomes a lunatic or of unsound mind;
  - (iii) if he absents himself from the meetings of the Board during a continuous period of six months, without special leave of absence from the Board, and his alternate Director (if any) shall not during such period have attended in his stead, and the Board passes a resolution that he has by reason of such absence vacated his office;
  - (iv) if he becomes prohibited by law from acting as a Director;
  - (v) if by notice in writing delivered to the Company at its Registered Office or at the Head Office he resigns his office;
  - (vi) if he shall be removed from office by an Ordinary Resolution of the Company under Bye-Law 104,
- (B) 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.

98. (A) Subject to the Companies Act, a Director may hold any other office or place of profit with the Company (except that of Auditors) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for, by or pursuant to any other Bye-Law.
- (B) A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditors) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- (C) A Director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or any other company in which the Company may be interested, and shall not be liable to account to the Company or the shareholders for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in such other company. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company.
- (D) A Director shall not vote or be counted in the quorum on any resolution of the Board concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms thereof, or the termination thereof).
- (E) Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms thereof, or the termination thereof) and except (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director together with any of his ~~close associates~~~~associates~~ owns 5 per cent, or more of the issued shares of any class of the equity share capital of such company or of the voting rights of any class of shares of such company.

- (F) Subject to the Companies Act and to the next paragraph of this Bye-Law, no Director or proposed or intended 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 whatever, 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 shareholders for any remuneration, profit or other benefits realised by any such contract or arrangement, by reason only of such Director holding that office or the fiduciary relationship thereby established.
- (G) A Director who or whose close associate(s) 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 taken into consideration, 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 or his close associate(s) is a shareholder 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 or his close associate(s) 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 or his close associate(s), 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.
- (H) A Director shall not vote (nor shall he be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he or any of his ~~associate(s)~~close associate(s) has a material interest and if he shall do so his vote shall not be counted (nor shall he be counted in the quorum present in the meeting), but this prohibition shall not apply to any of the following matters namely: –
- (i) the giving by the Company of any security or indemnity to the Director or his close associate(s) in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or

- (ii) the giving by the Company of any security to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his close associate(s) has himself/themselves assumed responsibility in whole or in part whether alone or jointly under a guarantee or indemnity or by the giving of security;
- (iii) any contract, arrangement or proposal concerning an offer of the shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his ~~associate~~close associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (iv) Intentionally Deleted
- (v) ~~Any~~ contract, y-proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries or its associated companies including 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;
- (vi) any contract, proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries or its associated companies including the adoption, modification or operation of a pension fund or retirement, death or disability benefit scheme which relates both to Directors, his ~~associate~~close associate(s) and employees of the Company or any of its subsidiaries and does not provide in respect of any Director, or his close associate(s), as such privilege or advantage not generally accorded to the class of persons to whom such scheme or fund relates;
- (vii) any contract, proposal 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 or any of its subsidiaries by virtue only of his/their interest in shares or debentures or other securities of the Company or any of its subsidiaries.

(I) Intentionally Deleted

(J) Intentionally Deleted

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

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

99. (A) At each annual general meeting one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not less than one-third, shall retire from office by rotation provided that every Director, including those appointed for a specific term or holding office as Chairman or Deputy Chairman under Bye-Law 119 or the office of Managing Director or Joint Managing Director under Bye-Law 111, shall be taken into account in determining the number of Directors to retire and subject to retirement by rotation at least once every three years at an annual general meeting. A retiring Director shall be eligible for re-election and be nominated by means of a separate resolution. The Company at the general meeting at which a Director retires may fill the vacated office.
- (B) The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those 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.
- (C) A Director is not required to retire upon reaching any particular age.<sup>22</sup>

100. If at any general meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled, the retiring Directors or such of them as have not had their places filled shall be deemed to have been re-elected and shall, if willing, continue in office until the next annual general meeting and so on from year to year until their places are filled, unless:–
- (i) it shall be determined at such meeting to reduce the number of Directors; or
  - (ii) it is expressly resolved at such meeting not to fill up such vacated offices; or
  - (iii) in any such case the resolution for re-election of a Director is put to the meeting and lost; or
  - (iv) such Director has given notice in writing to the Company that he is not willing to be re-elected.
101. The Company in general meeting shall from time to time fix and may from time to time by Ordinary Resolution increase or reduce the maximum and minimum number of Directors but so that the number of Directors shall never be less than two.
102. (A) The Company may from time to time in general meeting by Ordinary Resolution elect any person to be a Director either to fill a casual vacancy or as an addition to the Board. Any Director so appointed shall hold office only until ~~the next following general meeting of the Company (in the case of filling a casual vacancy) or the next following annual general meeting of the Company (in the case of~~ filling a casual vacancy and/or the appointment of an additional Director) and shall then be eligible for re-election at that meeting provided that any Director who so retires shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation at such meeting pursuant to Bye-Law 99.
- (B) ~~The Directors~~ Board shall have power from time to time and at any time to appoint any person as a Director either to fill a causal vacancy or as an additional Director but so that the number of Directors so appointed shall not exceed the maximum number determined from time to time by the shareholders in general meeting. Any Director so appointed shall hold office only ~~until the next following first general meeting of the Company after his appointment (in the case of filling a casual vacancy) or until the~~ first next following annual general meeting of the Company after his appointment (in the case of an addition to the Board), and shall then be eligible for re-election at that meeting, but he shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation at such meeting pursuant to Bye-Law 99.

103. No person, other than a retiring Director, shall, unless recommended by the Board for election, be eligible for election to the office of Director at any general meeting, unless notice in writing of the intention to propose that person for election as a Director and notice in writing by that person of his willingness to be elected shall have been lodged at the Head Office or at the Registration Office. The minimum length of the period during which such notices are given shall be at least seven (7) days and the period for lodgment of such notices shall commence no earlier than the day after the dispatch 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. For the avoidance of doubt, nothing prevents the Company from accepting the notices for election and of willingness to be elected earlier than the time when the notice of the meeting is despatched.
104. The Company may by Ordinary Resolution remove any Director (including a Managing Director or other Executive Director) before the expiration of his period of office notwithstanding anything in these Bye-Laws or in any agreement between the Company and such Director (but without prejudice to any claim which such Director may have for damages for any breach of any contract between him and the Company) and may elect another person in his stead. Any person so elected shall hold office only until the ~~next~~ first annual following general meeting of the Company after his appointment and shall then be eligible for re-election at that meeting, but he shall not be taken into account in determining which particular Directors or the number of Directors who are to retire by rotation at such meeting pursuant to Bye-Law 99.

#### **BORROWING POWERS**

105. The Board may from time to time at its discretion exercise all the powers of the Company to raise or borrow or to secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or charge its undertaking, property and uncalled capital or any part thereof.
106. The Board may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of debentures, debenture stock, bonds or other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
107. Debentures, debenture stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same maybe issued.

108. Any debentures, debenture stock, 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.
109. (A) The Board shall cause a proper register to be kept of all mortgages and charges specifically affecting the property of the Company and shall duly comply with such provisions of the Companies Act with regard to the registration of mortgages and charges as may be specified or required.
- (B) If the Company issues a series of debentures or debenture stock not transferable by delivery, the Board shall cause a proper register to be kept of the holders of such debentures.
110. 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 shareholders or otherwise, to obtain priority over such prior charge.

**MANAGING DIRECTORS, ETC.**

111. The Board may from time to time appoint any one or more of its body to the office of Managing Director, Joint Managing Director, Deputy Managing Director or other Executive Director and/or such other office in the management of the business of the Company as it may decide for such period and upon such terms as it thinks fit and upon such terms as to remuneration as it may decide in accordance with Bye-Law 96.
112. Every Director appointed to an office under Bye-Law 111 hereof shall, but without prejudice to any claim for damages for breach of any contract of service between himself and the Company, be liable to be dismissed or removed therefrom by the Board.
113. A Director appointed to an office under Bye-Law 111 shall be subject to the same provisions as to rotation, resignation and removal as the other Directors of the Company, and he shall ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.

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

#### **MANAGEMENT**

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

#### **MANAGERS**

116. The Board may from time to time appoint a general manager, manager or managers of the business 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.

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

#### **CHAIRMAN AND OTHER OFFICERS**

119. The Board shall as soon as practicable following each annual general meeting elect one of its body to the office of Chairman of the Company and another to be the Deputy Chairman of the Company and may from time to time elect or otherwise appoint other officers and determine the period for which each of them is to hold office. The Chairman or, in his absence, the Deputy Chairman shall preside at meetings of the Board, but if no such Chairman or Deputy Chairman be elected or appointed, or if at any meeting the Chairman or Deputy Chairman is not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. All the provisions of Bye-Laws 112, 113 and 114 shall mutatis mutandis apply to any Directors elected or otherwise appointed to any office in accordance with the provisions of this Bye-Law.

#### **PROCEEDINGS OF THE DIRECTORS**

120. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit and may determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall be a quorum. For the purpose of this Bye-Law an alternate Director shall be counted in a quorum but, notwithstanding that an alternate Director is also a Director or is an alternate for more than one Director, he shall for quorum purposes count as only one Director.

A meeting of the Board or any committee of the Board may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

121. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board which may be held in any part of the world provided that no such meeting shall be summoned to be held outside the territory in which the Head Office is for the time being situate without the prior approval of the Directors. Notice thereof shall be given to each Director and alternate Director either in writing or by telephone or by telex or telegram at the address from time to time notified to the Company by such Director or by electronic means to an electronic address or in such other manner as the Board may from time to time determine. A Director absent or intended to be absent from the territory in which the Head Office is for the time being situate may request the Board that notices of Board meetings shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Board meeting to any Director who is for the time being absent from such territory. A Director may waive notice of any meeting either prospectively or retrospectively.
122. Questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.
123. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Bye-Laws for the time being vested in or exercisable by the Board generally.
124. The Board may delegate any of its powers to committees consisting of such ~~member~~Member or ~~members~~Members of its body and such other persons as the Board thinks fit, and it 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, but every committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board.
125. All acts done by any such committee in conformity with such regulations and in fulfilment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any special committee, and charge such remuneration to the current expenses of the Company.
126. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not replaced by any regulations imposed by the Board pursuant to Bye-Law 124.

127. All acts bona fide done by any meeting of the Board or by any such committee or by any person acting as a Director shall, notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Director or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of such committee.
128. The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to these Bye-Laws as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.
129. A resolution in writing signed by all the Directors except such as are absent from the territory in which the Head Office is for the time being situate or temporarily unable to act through ill-health or disability (or their alternate Directors) shall (so long as such a resolution shall be signed by at least two Directors or their alternates and provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors (or their alternates) for the time being entitled to receive notices of Board meetings) be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolutions in writing may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. Notwithstanding the foregoing, a resolution 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.

#### **MINUTES**

130. (A) The Board shall cause minutes to be made of;—
- (i) all appointments of officers made by the Board;
  - (ii) the names of the Directors present at each meeting of the Board and of committees appointed pursuant to Bye-Law 124; and
  - (iii) all resolutions and proceedings at all meetings of the Company and of the Board and of such committees.

- (B) Any such minutes shall be conclusive evidence of any such proceedings if they purport to be signed by the chairman of the and meeting at which the proceedings were held or by the chairman of the next succeeding meeting.
- (C) The Directors shall duly comply with the provisions of the Companies Act in regard to keeping a register of shareholders and to the production and furnishing of copies of or extracts from such register.
- (D) Any register, index, minute book, book of account or other book required by these presents or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner which shall include, without prejudice to the generality thereof, recording by means of magnetic tape, microfilm, computer or any other non-manual system of recording. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

#### **SECRETARY**

- 131. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board. Anything by the Statutes or these Bye-Laws required or authorised to be done by or to the Secretary, if the office is vacant or there is for any other reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, or if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially on behalf of the Board. If the Secretary appointed is a corporation or other body, it may act and sign by the hand of any one or more of its directors or officers duly authorised.
- 132. The duties of the Secretary shall be those prescribed by the Companies Act and these Bye-Laws, together with such other duties as may from time to time be prescribed by the Board.
- 133. A provision of the Statutes 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.

**GENERAL MANAGEMENT AND USE OF THE SEAL**

134. (A) Subject to the Statutes, the Company shall have one or more Seals as the Directors may determine. The Directors shall provide for the safe custody of each Seal, and no Seal shall be used without the authority of the Directors or a committee authorised by the Directors in that behalf.
- (B) Every instrument to which a Seal shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors or some other person appointed by the Board for the purpose provided that as regards any certificates for shares or debentures or other securities of the Company the Directors 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 other than autographic as specified in such resolution or that such certificates need not be signed by any person.
- (C) The Company may have a Securities Seal for use for sealing certificates for shares or other securities issued by the Company and no signature of any Director, officer or other person and no mechanical reproduction thereof shall be required on any such certificates or other document and any such certificates or other document to which such Securities Seal is affixed shall be valid and deemed to have been sealed and executed with the authority of the Board notwithstanding the absence of any such signature or mechanical reproduction as aforesaid.
135. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, 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.
136. (A) The Board may from time to time and at any time, by power of attorney under the Seal, appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these 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.

- (B) The Company may, by writing under its Seal, empower any person, either generally or in respect of any specified matter, as its attorney to execute deeds and instruments on its behalf and to enter into contracts and sign the same on its behalf and every deed signed by such attorney on behalf of the Company and under his seal shall bind the Company and have the same effect as if it were under the Seal.
137. The Board may establish any committees, regional or local boards or agencies for managing any of the affairs of the Company, either in the Relevant Territory or elsewhere, and may appoint any persons to be members of such committees, regional or local boards or agencies and may fix their remuneration, and may delegate to any committee, regional or local board or agent any of the powers, authorities and discretions vested in the Board (other than its powers to make calls and forfeit shares), with power to sub- delegate, and may authorise the members of any regional or local board or any of them to fill any vacancies therein and to act notwithstanding any such vacancies, and any such appointment or delegation may be upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
138. The Board may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid and the spouses, widows, widowers, families and dependants of any such persons. The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and may make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. The Board may do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

**AUTHENTICATION OF DOCUMENTS**

139. Any Director or the Secretary or other authorised officer of the Company shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies of extracts; and where any books, records, documents or accounts are elsewhere than at the Registered Office or the Head Office, the local manager or such other officer of the Company having the custody thereof shall be deemed to be the authorised officer of the Company as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any local board or committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

**CAPITALISATION OF RESERVES**

140. (A) The Company in general meeting may, upon the recommendation of the Board, resolve to capitalise any part of the Company's reserves (including any contributed surplus account and also including any share premium account or other undistributable reserve, but subject to the provisions of the law with regard to unrealised profits) or undivided profits not required for the payment or provision of the dividend on any shares with a preferential right to dividend, and accordingly that such part be subdivided amongst the shareholders who would have been entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such shareholders respectively or paying up in full unissued shares or debentures or other securities of the Company to be allotted and distributed credited as fully paid to and amongst such shareholders in the proportion aforesaid, or partly in one way and partly in the other provided that for the purpose of this Bye-Law, any amount standing to the credit of any share premium account may only be applied in the paying up of unissued shares to be issued to shareholders of the Company as fully paid and provided further that any sum standing to the credit of the share premium account may only be applied in crediting as fully paid shares of the same class as that from which the relevant share premium was derived.

- (B) Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the reserves or undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, debentures, or other securities and generally shall do all acts and things required to give effect thereto. For the purpose of giving effect to any resolution under this Bye-Law, the Board may settle any difficulty which may arise in regard to a capitalisation issue as it thinks fit, and in particular may disregard fractional entitlements or round the same up or down and may determine that cash payments shall be made to any shareholders in lieu of fractional entitlements or that fractions of such value as the Board may determine may be disregarded in order to adjust the rights of all parties or that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the shareholders concerned. The Board may appoint any person to sign on behalf of the persons entitled to share in a capitalisation issue a contract for allotment and such appointment shall be effective and binding upon all concerned, and the contract may provide for the acceptance by such persons of the shares, debentures or other securities to be allotted and distributed to them respectively in satisfaction of their claims in respect of the sum so capitalised.

#### **DIVIDENDS, CONTRIBUTED SURPLUS AND RESERVES**

141. The Company in general meeting may declare dividends in any currency but no dividends shall exceed the amount recommended by the Board.
142. (A) The Board may subject to Bye-Law 143 from time to time pay to the shareholders such interim dividends as appear to the Board to be justified by the position 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 to 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.
- (B) The Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits justify the payment.

143. (A) No dividend shall be declared or paid and no distribution of contributed surplus made otherwise than in accordance with the Statutes. No dividend shall be paid otherwise than out of profits available for distribution.
- (B) Subject to the provisions of the Companies Act (but without prejudice to paragraph (A) of this Bye- Law), where any asset, business or property is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company, and be available for dividend accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Board be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.
- (C) Subject to Bye-Law 143 (D) all dividends and other distributions in respect of shares in the Company shall be stated and discharged, in the case of shares denominated in Hong Kong dollars, in Hong Kong dollars, and in the case of shares denominated in United States dollars, in United States dollars, provided that, in the case of shares denominated in Hong Kong dollars, the Board may determine in the case of any distribution that shareholders may elect to receive the same in United States dollars or any other currency selected by the Board, conversion to be effected at such rate of exchange as the Board may determine.
- (D) If, in the opinion of the Board, any dividend or other distribution in respect of shares or any other payment to be made by the Company to any shareholder is of such a small amount as to make payment to that shareholder in the relevant currency impracticable or unduly expensive either for the Company or the shareholder then such dividend or other distribution or other payment may, at the discretion of the Board, be paid or made in the currency of the country of the relevant shareholder (as indicated by the address of such shareholder on the register).
144. Notice of the declaration of an interim dividend shall be given by advertisement in the Relevant Territory and in such other territory or territories as the Board may determine and in such manner as the Board shall determine.
145. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

146. 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 for securities of the Company or any other company, or in any one or more of such ways, with or without offering any rights to shareholders to elect to receive such dividend in cash, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may 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 shareholders upon the footing of the value so fixed in order to adjust the rights of all parties and may determine that fractional entitlements shall be aggregated and sold and the benefit shall accrue to the Company rather than to the shareholders concerned, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend and such appointment shall be effective. Where requisite, the Board may appoint any person to sign a contract on behalf of the persons entitled to the dividend and such appointment shall be effective. The Board may resolve that no such assets shall be made available or paid to shareholders with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the shareholders aforesaid shall be to receive cash payments as aforesaid. Shareholders affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of shareholders for any purpose whatsoever.
147. (A) Whenever the Board or the Company in general meeting has resolved that a dividend be paid or declared on the share capital of the Company, the Board may further resolve:—
- either
- (i) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up on the basis that the shares so allotted shall be of the same class or classes as the class or classes already held by the allottee, provided that the shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply: —
- (a) the basis of any such allotment shall be determined by the Board;

- (b) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the shareholders of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- (c) 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
- (d) 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 lieu and in satisfaction thereof shares 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 or any part of any of the Company's reserve accounts (including any special account, contributed surplus account, share premium account and capital redemption reserve fund (if there be any such reserve)) as the Board may determine a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis.

or

- (ii) that shareholders entitled to such dividend will 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 Directors may think fit on the basis that the shares so allotted shall be of the same class or classes as the class or classes of shares already held by the allottee. In such case, the following provisions shall apply:–
  - (a) the basis of any such allotment shall be determined by the Board;

- (b) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the shareholder 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;
  - (c) 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
  - (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu thereof shares shall be allotted credited as rally 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 or any part of any of the Company's reserve accounts (including any special account, contributed surplus account, share premium account and capital redemption reserve fund (if there be any such reserve)) as the Board may determine a sum equal to the aggregate nominal amount of the shares to be allotted on such basis and apply the same in paying up in full the appropriate number of shares for allotment and distribution to and amongst the holders of the elected shares on such basis.
- (B) The shares allotted pursuant to the provisions of paragraph (A) of this Bye-Law shall rank *pari passu* in all respects with the shares then in issue save only as regards participation:—
- (i) in the relevant dividend (or the right to receive or to elect to receive an allotment of shares in lieu thereof as aforesaid); or
  - (ii) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend,

Unless, contemporaneously with the announcement by the Board of its proposal to apply the provisions of sub-paragraph (i) or (ii) of paragraph (A) of this Bye-Law in relation to the relevant dividend or contemporaneously with its announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (A) of this Bye-Law shall rank for participation in such distribution, bonus or rights.

- (C) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (A) of this Bye-Law with full power to the Board to make such provisions as they think 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 shareholders concerned). The Board may authorise any person to enter into on behalf of all shareholders interested an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (D) The Company may upon the recommendation of the Board by Special Resolution resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (A) 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.
- (E) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (A) 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 be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

148. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) 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 by way of dividend.
149. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid or credited as paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Bye-Law no amount paid on a share in advance of calls shall be treated as paid on the share.
150. (A) The Board may retain any dividends or other moneys payable on or in respect of a share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
- (B) The Board may deduct from any dividend or bonus payable to any shareholder all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise.
151. Any general meeting sanctioning a dividend may make a call on the shareholders of such amount as the meeting fixes, but so that the call on each shareholder shall not exceed the dividend payable to him, and so that the call shall be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the shareholder, be set off against the call.
152. A transfer of shares shall not pass the right to any dividend or bonus declared thereon before the registration of the transfer.
153. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends, interim dividends or bonuses and other moneys payable in respect of such shares.

154. Unless otherwise directed by the Board, any dividend or bonus may be paid by cheque or warrant sent through the post to the registered address of the shareholder entitled, or, in case of joint holders, to the registered address of that one whose name stands first in the register in respect of the joint holding or to such person and to such address as the holder or joint holders may in writing direct. Every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend and/or bonus represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged.
155. All dividends or bonuses unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Board and shall revert to the Company.
156. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable or made to the persons registered as the holder of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend or other distribution shall be payable or made to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend or other distribution between the 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 shareholders.

#### **DISTRIBUTION OF REALISED CAPITAL PROFITS**

157. The Company in general meeting may at any time and from time to time resolve that any surplus moneys in the hands of the Company representing capital profits arising from moneys received or recovered in respect of or arising from the realisation of any capital assets of the Company or any investments representing the same and not required for the payment or provision of any fixed preferential dividend instead of being applied in the purchase of any other capital assets or for other capital purposes be distributed amongst the ordinary shareholders on the footing that they receive the same as capital and in the shares and proportions in which they would have been entitled to receive the same if it had been distributed by way of dividend, provided that no such profits as aforesaid shall be so distributed unless there shall remain in the hands of the Company a sufficiency of other assets to answer in full the whole of the liabilities and paid-up share capital of the Company for the time being.

**ANNUAL RETURNS**

158. The Board shall make or cause to be made such annual or other returns or filings as may be required to be made in accordance with the Statutes.

**ACCOUNTS**

159. 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 receipts and expenditure take place; and of the property, assets, credits and liabilities of the Company and of all other matters required by the Statutes or necessary to give a true and fair view of the state of the Company's affairs and to show and explain its transactions.
160. The books of account shall be kept at the Head Office or at such other place or places as the Board thinks fit and shall always be open to the inspection of the Directors provided that such records as are required by the Statutes shall also be kept at the Registered Office.
161. No shareholder (not being a Director) or other person shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorised by the Board or the Company in general meeting.
162. (A) The Board shall from time to time cause to be prepared and laid before the Company at its annual general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are required by the Statutes.
- (B) Subject to paragraph (C) below, Every balance sheet of the Company shall be signed on behalf of the Board by two of the Directors and a copy of every balance sheet (including every document required by law to be comprised therein or annexed thereto) and profit and loss account which is to be laid before the Company at its annual general meeting, together with a copy of the Directors' report and a copy of the Auditors' report, shall not less than twenty-one days before the date of the meeting be sent to every shareholder of, and every holder of debentures of, the Company and every other person entitled to receive notices of general meetings of the Company under the provisions of the Companies Act or these Bye-Laws, provided that this Bye-Law shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures, but any shareholder or holder of debentures to whom a copy of those documents has not been sent shall be entitled to receive a copy free of charge on application at the Head Office or the Registration Office. If all or any of the shares or debentures of the Company shall for the time being be (with the consent of the Company) listed or dealt in on any stock exchange, there shall be forwarded to the appropriate officer of such stock exchange such number of copies of such documents as may for the time being be required under its regulations or practice.

- (C) The Company may send summarized financial statements to shareholders of the Company who have, in accordance with the Statutes and any applicable rules prescribed by The Stock Exchange of Hong Kong Limited, consented and elected to receive summarized financial statements instead of the full financial statements. The summarized financial statements must be accompanied by an auditor's report and notice informing the shareholder how to notify the Company that he elects to receive the full financial statements. The summarized financial statements, notice and auditor's report must be sent not less than twenty-one days before the general meeting to those shareholders that consented and elected to receive the summarized financial statements.
- (D) Subject to Section 88 of the Companies Act, the Company shall send the full financial statements to a shareholder within seven days of receipt of the shareholder's election to receive the full financial statements.

#### **AUDITORS**

163. (A) Auditors shall be appointed and the terms and tenure of such appointment and their duties at all times regulated in accordance with the provisions of the Companies Act.
- (B) The Company ~~shall~~ may at each annual general meeting by Ordinary Resolution appoint one or more firms of auditors to hold office until the conclusion of the next annual general meeting, but if an appointment is not made, the Auditors in office shall continue in office until a successor is appointed. A Director, officer or employee of the Company or of any of its subsidiaries or a partner, officer or employee of any such Director, officer or employee shall not be capable of being appointed Auditors of the Company, The Board may fill any casual vacancy in the office of Auditors after obtaining shareholders' prior approval at the general meeting by way of an Ordinary Resolution, but while any such vacancy continues the surviving or continuing Auditors (if any) may act. Subject as otherwise provided by the Companies Act, the remuneration of the Auditors shall be fixed by or on the authority of the Company in general meeting by Ordinary Resolution in such manner as the shareholders may determine~~in the annual general meeting except that in any particular year the Company in general meeting may delegate the fixing of such remuneration to the Board and the remuneration of any Auditors appointed to fill any casual vacancy may be fixed by the Board.~~

- (C) The shareholders, at a general meeting of which notice specifying the intention to pass such resolution was given, may by a resolution passed by at least two-thirds of the votes cast by such shareholders as, being entitled so to do, vote in person or by duly authorised corporate representative or, where proxies are allowed, by proxy at a general meeting remove any auditor before the expiration of their term of office, and shall by Ordinary Resolution appoint a replacement auditor for the remainder of the term provided that at least twenty-one days before the date of the meeting, notice in writing of the proposed resolution is given to the incumbent auditor and to the auditor proposed to be appointed.~~Any removal of an Auditor before the end of its terms of office must obtain prior shareholders' approval at a general meeting in accordance with the Statutes.~~
164. The Auditors shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information as may be necessary for the performance of his or their duties, and the Auditors shall make a report to the shareholders on the accounts examined by them and on every balance sheet, consolidated balance sheet and consolidated profit and loss account intended to be laid before the Company in the annual general meeting during their tenure of office as required by the Statutes.
165. A person other than the retiring Auditors shall not be capable of being appointed Auditors at an annual general meeting unless notice of an intention to nominate that person to the office of Auditors has been given to the Company not less than fourteen days before the annual general meeting, and the Company shall send a copy of any such notice to the retiring Auditors and shall give notice thereof to the shareholders not less than seven days before the annual general meeting provided that the above requirements may be waived by notice in writing by the retiring Auditors to the Secretary provided that if after a notice of the intention to nominate Auditors has been so given an annual general meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this Bye-Law, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may instead of being sent or given within the time required by this provision be sent or given at the same time as the notice of the annual general meeting.
166. Subject to the provisions of the Companies Act, all acts done by any person acting as Auditors shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in their appointment or that they were at the time of their appointment not qualified for appointment or subsequently became disqualified.

**NOTICES**

167. (A) Except where otherwise expressly stated, any notice or document (including any “corporate communication” within the meaning ascribed under the ~~rules of the stock exchange in the Relevant Territory~~Listing Rules) to be given to or by any person pursuant to these ~~Bye-law~~Bye-Laws shall be in writing or may be given, to the extent permitted by the Statutes and any applicable rules of the stock exchange in the Relevant Territory from time to time and subject to this ~~Bye-law~~Bye-Law, by cable, telex or facsimile transmission message or other form of electronic transmission or otherwise contained in an electronic communication. A notice calling a meeting of the Board need not be in writing.
- (B) Any notice or document (including any “corporate communication” within the meaning ascribed under the rules of the stock exchange in the Relevant Territory) to be given to or by any person pursuant to these ~~Bye-law~~Bye-Laws may be served on or delivered to any shareholder of the Company either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such shareholder at his registered address as appearing in the register or by leaving it at that address addressed to the shareholder or by any other means authorised in writing by the shareholder concerned or (other than share certificates) by publishing it by way of advertisement in at least one English language newspaper and one Chinese language newspaper circulating generally in the Hong Kong. Without limiting the generality of the foregoing but subject to the Statutes and any rules of the stock exchange in the Relevant Territory from time to time, a notice or document may be served or delivered by the Company to any shareholder by electronic means to such address as may from time to time be authorised by the shareholder concerned or by publishing it on a website and notifying the shareholder concerned that it has been so published (“notice of availability”). The notice of availability may be given to the shareholder by any of the means set out above other than by publishing it on a website. 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 sufficient notice to all the joint holders.
- (C) The Board may from time to time specify the form and manner in which a notice may be given to the Company by electronic means, including one or more addresses for the receipt of an electronic communication, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such electronic communication. Any notice may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Board.

- (D) In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register in respect of such share and notice so given shall be sufficient notice to all the holders of such share.
- (E) Any notice or document, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the day following that on which the electronic communication was sent by or on behalf of the Company.
- (F) Any notice or other document published by way of advertisement in the Newspaper shall be deemed to have been served or delivered on the day it was so published.
- (G) Any notice or other document published on the Company's website or the website of the Stock Exchange shall be deemed given by the Company to a Member on the later of (i) the date on which a notice of availability is deemed served on such Member and (ii) the date on which such notice or document (including any "corporate communication" within the meaning ascribed thereto under the Listing Rules) was published on the website.
- (H) Any such notice or document may be served or delivered by the Company by reference to the register as it stands at any time not more than fifteen clear days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery. Where any notice or document is served or delivered to any person in respect of a share in accordance with these Bye-laws, no person deriving any title or interest in that share shall be entitled to any further' service or delivery of that notice or document.
- (I) Any notice or document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid envelope or wrapper addressed to the Company or to such officer at the Head Office or Registered Office.
168. Any shareholder whose registered address is outside the Relevant Territory may notify the Company in writing of an address in the Relevant Territory which for the purpose of service of notice shall be deemed to be his registered address. Where the registered address of the shareholder is outside the Relevant Territory, notice, if given through the post, shall be sent by prepaid airmail letter.

169. Any notice or other document, if sent by mail, postage prepaid, shall be deemed to have been served or delivered on the day following that on which the letter, envelope, or wrapper containing the same is put into the post. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed and put into the post as prepaid mail. Any notice or document not sent by post but left by the Company at the address of a shareholder noted on the register shall be deemed to have been served or delivered on the day it was so left. Any notice or document, if sent by electronic means (including through any relevant system), shall be deemed to be have been given on the day following that on which the electronic communication was sent by or on behalf of the Company. Any notice or document served or delivered by the Company by any other means authorised in writing by the shareholder concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose. Any notice or other document published by way of advertisement in the Newspapers or in an appointed newspaper shall be deemed to have been served or delivered on the day it was so published. Any notice or document published on a website shall be deemed given by the Company to a shareholder on the later of (i) the date on which a notice of availability is deemed served on such shareholder and (ii) the date on which such notice or document was published on the website.
170. A notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a shareholder by sending it through the post in a prepaid 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 notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.
171. Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address being entered on the register shall have been duly given to the person from whom he derives his title to such share.
172. Any notice or document delivered or sent by post to, or left at the registered address of, any shareholder in pursuance of these presents, shall notwithstanding that such shareholder be then deceased or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such shareholder until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.

173. The signature to any notice to be given by the Company may be written or printed.

#### **INFORMATION**

174. No shareholder (not being a Director) shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company which in the opinion of the Board it will be inexpedient in the interests of the shareholders of the Company to communicate to the public.

#### **WINDING UP**

175. A resolution that the Company be wound up by the Court or be wound up voluntarily shall be a Special Resolution.

176. If the Company shall be wound up, the surplus assets remaining after payment to all creditors shall be divided among the shareholders in proportion to the capital paid up on the shares held by them respectively, and if such surplus assets shall be insufficient to repay the whole of the paid up capital, they shall be distributed subject to the rights of any shares which may be issued on special terms and conditions, so that, as nearly as may be, the losses shall be borne by the shareholders in proportion to the capital paid up on the shares held by them respectively.

177. If the Company shall be wound up (whether the liquidation is voluntary or ordered by the Court) the liquidator may, with the sanction of a Special Resolution, divide among the shareholders in specie or kind the whole or any part of the assets of the Company whether the assets shall consist of property of one kind or shall consist of properties of different kinds and the liquidator may, for such purpose, set such value as he deems fair upon any one or more class or classes of property to be divided as aforesaid and may determine how such division shall be carried out as between the shareholders or different classes of shareholders and the shareholders within each class. The liquidator may, with the like sanction, vest any part of the assets in trustees upon such trusts for the benefit of shareholders as the liquidator, with the like sanction, shall think fit, but so that no shareholder shall be compelled to accept any shares or other assets upon which there is a liability.

**INDEMNITY**

178. Save and except so far as the provisions of this Bye-Law shall be avoided by any provisions of the Statutes, the Directors, Managing Directors, alternate Directors, Auditors, Secretary and other officers for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and their respective executors or administrators, shall be indemnified and secured harmless out of the assets 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 executors or administrators, shall or may incur or sustain 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, except such (if any) as they shall incur or sustain through their own wilful neglect or default, fraud and dishonesty respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of any other of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects of the Company shall be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any moneys of the Company shall be placed out 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, except as the same shall happen by or through their own wilful neglect or default, fraud and dishonesty respectively.

**UNTRACEABLE SHAREHOLDERS**

179. Without prejudice to the rights of the Company under Bye-Law 155 and the provisions of Bye-Law 180, the Company may cease sending such cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise 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.
180. The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a shareholder who is untraceable, but no such sale shall be made unless:–
- (i) all cheques or warrants, 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;
  - (ii) 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 shareholder who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law;

- (iii) the Company has caused an advertisement to be inserted in the Newspapers of its intention to sell such shares and a period of three months has elapsed since the date of such advertisement; and
- (iv) the Company has notified the stock exchange in the Relevant Territory of its intention to effect such sale.

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

To give effect to any such sale the Board may authorise any person to transfer the said shares and the 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 proceeds it shall become indebted to the former shareholder for an amount equal to such net proceeds. No trusts 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 shareholder holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

#### **DESTRUCTION OF DOCUMENTS**

181. Subject to the Companies Act, the Company may destroy:–
- (a) any share certificate which has been cancelled at any time after the expiry of one 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 years from the date on which 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 six years from the date of registration; and

- (d) any other document, on the basis of which any entry in the register is made, at any time after the expiry of six years from the date on which an entry in the register was first made in respect of it;

and it shall conclusively be presumed in favour of the Company that 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:–

- (i) 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;
- (ii) 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 (i) above are not fulfilled; and
- (iii) references in this Bye-Law to the destruction of any document include reference to its disposal in any manner.

#### **RESIDENT REPRESENTATIVE**

182. Pursuant to the provisions of the Statutes, the Board shall, for so long as the Company does not have a quorum of Directors ordinarily resident in Bermuda, appoint a Resident Representative as defined in the Statutes, to act on its behalf in Bermuda and to maintain all such records as may be required by the Statutes to be maintained in Bermuda and to make all necessary filings with the Ministry of Finance and Registrar of Companies in Bermuda as may be required by the Statutes and to fix his or their or its remuneration either by way of salary or fee for the period of the Resident Representative's service to the Company.

#### **MAINTENANCE OF RECORDS**

183. The Company shall keep at the office of its Resident Representative, in accordance with the provisions of the Statutes, the following:–
- (i) minutes of all proceedings of general meetings of the Company;

- (ii) all financial statements required to be prepared by the Company under the Companies Act together with the Auditors' report thereon;
- (iii) all records of account required by Section 83 of the Companies Act to be kept in Bermuda; and
- (iv) all such documents as may be required in order to provide evidence of the continued listing of the Company on an appointed stock exchange within the meaning of the Companies Act.

#### **SUBSCRIPTION RIGHT RESERVE**

184. (A) Subject to the Statutes if, so long as any of the rights attaching 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 applicable under the terms and conditions of the warrants, would reduce the subscription price to below the par value of a share, then the following provisions shall apply:-
- (i) 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 Right 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 (iii) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Right Reserve in paying up in full such difference in respect of such additional shares as and when the same are allotted;
  - (ii) the Subscription Right Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than the share premium account and capital redemption reserve fund) have been used and will only be used to make good losses of the Company if and so far as is required by law;

- (iii) 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:-
- (aa) 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
- (bb) 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 Right 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 holder; and

- (iv) if upon the exercise of the subscription rights represented by any warrant the amount standing to the credit of the Subscription Right 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, contributed surplus account, share premium account and capital redemption reserve fund) 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 up 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.

- (B) 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 (A) of this Bye-Law, no fraction of any share shall be allotted on exercise of the subscription rights.
- (C) The provisions of this Bye-Law as to the establishment and maintenance of the Subscription Right 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.
- (D) A certificate or report by the Auditors for the time being of the Company as to whether or not the Subscription Right 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 Right 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 Right Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.

#### **RECORD DATES**

185. Notwithstanding any other provision of these Bye-Laws the Company or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

#### **STOCK**

186. The following provisions shall have effect at any time and from time to time that they are not prohibited or inconsistent with the Statutes:
- (1) The Company may by Ordinary Resolution convert any paid up shares into stock, and may from time to time by like resolution reconvert any stock into paid up shares of any denomination.

- (2) The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might prior to conversion have been transferred or as near thereto as circumstances admit, but the Directors may from time to time, if they think fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. No warrants to bearer shall be issued in respect of any stock.
- (3) The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings, and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.
- (4) Such of the provisions of these Bye-Laws as are applicable to paid up shares shall apply to stock and the words “share” and “shareholder” therein shall include “stock” and “stockholder”.

*The following summarises the principal terms of the New Share Option Scheme but does not form part of nor was it intended to be, part of the New Share Option Scheme nor should it be taken as effecting the interpretation of the rules of the New Share Option Scheme.*

**(1) PURPOSE OF THE NEW SHARE OPTION SCHEME**

The purpose of the New Share Option Scheme is to enable the Company to grant Options to the Eligible Participants as incentive or rewards for their contributions to the Group.

**(2) WHO MAY JOIN**

The Board may, at their sole and absolute discretion, invite any person belonging to any of the following classes of Eligible Participants on the basis of the Directors' opinion as to their contribution to the development and growth of the Group to take up Options to subscribe for Shares:

- (a) any Employee Participants;
- (b) any Related Entity Participants; and
- (c) any Service Providers.

The Board may in its sole and absolute discretion select and subject to such conditions (including, without limitation, any minimum period for which an Option must be held before it can be wholly or partly exercised and/or any performance targets which must be achieved before an Option can be wholly or partly exercised) as it may think fit.

**(3) MAXIMUM NUMBER OF SHARES**

- (a) The total number of Shares which may be allotted and issued upon the exercise of all Options (excluding, for this purpose, Options which have lapsed in accordance with the terms of the New Share Option Scheme and any other share option scheme(s)) to be granted under the New Share Option Scheme and any other incentive or option scheme(s), including existing shares or new shares granted under the Amended Share Award Scheme, of the Company must not in aggregate exceed 1,842,164,209 Shares, representing 10% of the Shares in issue as at the date of approval of the New Share Option Scheme (the "Scheme Mandate Limit").

- (b) Subject to (a) above, the maximum number of Shares which may be issued upon exercise of all Options granted to Service Providers and any share options or share awards (whether existing shares or new shares of the Company) granted to Service Providers under any other schemes of the Group within the Scheme Mandate Limit under the New Share Option Scheme shall not in aggregate exceed 184,216,420 Shares, representing 1% of the Shares in issue as at the date of approval of this Scheme (the “Service Provider Sublimit”).
- (c) Subject to (a) above and without prejudice to (d) below, the Company may seek approval of the Shareholders in general meeting for “refreshing” the Scheme Mandate Limit and the Service Provider Sublimit after three (3) years from the date of approval of the New Share Option Scheme. However, the total number of Shares which may be issued upon exercise of all Options to be granted under the New Share Option Scheme and any other share option schemes of the Group under the Scheme Mandate Limit as “refreshed” must not exceed 10% of the Shares in issue as at the date of approval of the refreshing of the Scheme Mandate Limit (the “Refreshed Scheme Mandate Limit”). Any refreshment to the Scheme Mandate Limit and the Service Provider Sublimit within any three (3)-year period must be approved by Shareholders, and any controlling Shareholders and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting of the Company and in accordance with the requirements under the GEM Listing Rules. Options to subscribe for Shares previously granted under any existing schemes (including those outstanding, cancelled, lapsed or exercised in accordance with the New Share Option Scheme or exercised Options) will not be counted for the purpose of calculating the Refreshed Scheme Mandate Limit.
- (d) Subject to (a) above and without prejudice to (c) above, the Company may seek separate approval by its Shareholders in general meeting for granting Options to subscribe for Shares beyond the Scheme Mandate Limit or the Refreshed Scheme Mandate Limit to the Eligible Participant specially identified by the Company before such approval is sought. In such event, the Company must send a circular to its Shareholders containing a generic description of the specified Eligible Participant, the number and terms of Options to be granted, the purpose of granting Options to the specified Eligible Participant with an explanation as to how the terms of these Options serve such purpose and such other information and the information required under Rule 23.02(2)(d) of the GEM Listing Rules.

**(4) MAXIMUM ENTITLEMENT OF EACH ELIGIBLE PARTICIPANT**

The total number of Shares issued and which may fall to be issued on the exercise of the Options granted under the New Share Option Scheme and any other share option scheme of the Group (including both exercised and outstanding Options) and any other share incentive scheme (including the Amended Share Award Scheme) to each Eligible Participant in any 12-month period shall not exceed 1% of the Shares in issue for the time being (the “Individual Limit”). Any further grant of Options to an Eligible Participant in excess of the Individual Limit in any 12-month period up to and including the date of such further grant shall be subject to the issue of a circular to the Shareholders and the approval of the Shareholders in general meeting with such Eligible Participant and his close associate (or associate if the Eligible Participant is a connected person) abstaining from voting. The number and terms (including the Exercise Price) of Options to be granted (and Options previously granted to such Eligible Participant) must be fixed before approval of the Shareholders and the date of the Board meeting proposing such further grant should be taken as the date of grant for the purpose of calculating the Exercise Price under Note 1 to Rule 23.03(9) of the GEM Listing Rules.

**(5) GRANT OF OPTIONS TO CONNECTED PERSONS**

- (a) Any grant of Options to a Connected Person or its associates must be approved by all the independent non-executive Directors (excluding any independent non-executive Director who is a Grantee).
- (b) Where Options or awards are proposed to be granted to an independent non-executive Director or a substantial shareholder of the Company or any of their respective associates and if such grant would result in the total number of Shares issued and to be issued upon exercise of all Options granted and to be granted (including Options exercised, cancelled and outstanding) in any 12-month period up to and including the date of such grant to such person representing in aggregate over 0.1% of all the Shares in issue for the time being, then the proposed grant must be subject to approval of the Shareholders in general meeting taken on a poll. The Company must send a circular to its Shareholders and comply with the relevant requirements in respect of shareholders’ meeting in the GEM Listing Rules. All the grantee, his/her associates and all core connected persons of the Company must abstain from voting in favour at such general meeting. Pursuant to Rule 17.47(4) of the GEM Listing Rules, any vote taken at the meeting to approve the grant of such options must be taken on a poll. The Company must also comply with the requirements under Rules 17.47A, 17.47B and 17.47C of the GEM Listing Rules.

**(6) TIME OF ACCEPTANCE AND EXERCISE OF AN OPTION**

An offer of grant of an Option shall remain open for acceptance by an Eligible Participant to whom the offer is made for a period of twenty-eight (28) days from the date upon which the offer is made.

An Option may be exercised in accordance with the provisions of the New Share Option Scheme at any time during the Option Period subject to the provisions for early termination thereof.

There is no specific requirement under the New Share Option Scheme that an Option must be held for any minimum period before it can be exercised, but the terms of the New Share Option Scheme provide that the Board has the discretion to impose a minimum period at the time of grant of any particular Option.

Under the New Share Option Scheme, the vesting period of share options is at least twelve (12) months. Therefore, share options must be held by the option holder for at least twelve (12) months before the option can be exercised.

**(7) PERFORMANCE TARGETS AND CLAWBACK MECHANISM**

The Board may in its absolute discretion when making the Offer impose any conditions, restrictions or limitations in relation thereto including the minimum period for which an Option must be held and/or the achievement of any performance targets by the Company and/or the Grantee before the right to exercise the Option in respect of any of the Shares shall vest and/or any clawback mechanism for the Company to recover or withhold any remuneration (which may include Options granted to any Grantee) to any Participants in the event of serious misconduct, a material misstatement in the Company's financial statements or other circumstances, provided that such terms or conditions shall not be inconsistent with any other terms or conditions of the Scheme. Subject as aforesaid and other provisions of the New Share Option Scheme, there are performance targets and clawback mechanisms required or established under the New Share Option Scheme.

Subject to the terms and conditions of the New Share Option Scheme, (i) in respect of any Eligible Participant who is a Director or a senior manager, (ii) in respect of any other Eligible Participant who is an employee of the Group; (iii) in respect of any Eligible Participant who is a Service Provider, the Board (after having obtained the affirmative views from the independent non-executive Directors) may establish performance targets that must be attained by the Eligible Participant before the Options granted to such Eligible Participant may be exercised either in whole or in part, and such performance targets (if required) shall be stated in the offer letter. The Board shall have the authority, after the grant of any Option which is performance linked, to make fair and reasonable adjustments to the prescribed performance targets during the relevant Option Period if there is a change in circumstances, provided that any such adjustments shall be less onerous than the prescribed performance targets and are considered fair and reasonable by the Board.

The term “performance targets” shall mean any one or more performance measures related to the Eligible Participant, the Company, a department, division or business unit of the Company or the Group as a whole, which shall be assessed either annually or cumulatively over a period of time, on an absolute basis or relative basis based on pre-established targets, past or current performance or comparison to internal targets or industry performance, in each case as specified by the Board (or, as the case may be, the remuneration committee of the Company) in their sole discretion, including, without limitation, revenue, profit (before or after income tax), cash flow (before or after dividends), earnings per share, market value or economic value added, return on assets, return on equity, return on investment, share price, return on shareholders’ equity, cost reductions (including expense management), customer satisfaction metrics, product quality metrics, research and development milestones, productivity and operating margins and results, and other targets as the Board may from time to time determine.

The Board may provide in the offer letter that any Option prior to it being exercised may be subject to clawback or a longer vesting period or such other conditions or limitations as the Board may decide if any of the following events (“Clawback Event”) shall occur during the relevant Option Period:

- (a) the Option holder has been liable for a material misstatement in the financial statements of the Company; or
- (b) the Option holder being guilty of fraud or serious misconduct, regardless of whether there is any accounting restatement or a material error in calculating or determining the performance metrics or other criteria; or
- (c) if a grant or the exercise of any Option is linked to any performance targets and the Board is of the opinion that there occurred any circumstances that showed or lead to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner; or
- (d) the Option holder has been convicted of any offence (i) involving fraud, dishonesty or corruption; (ii) under any Ordinance as set out in rule 17.50(2)(m)(ii) of the GEM Listing Rules; or (iii) in respect of which the Option holder has been sentenced to a period of imprisonment of six (6) months or more, including suspended or commuted sentences,

and the Board may (but are not obliged to) by notice in writing to the Option holder (A) claw back such number of Options (to the extent not being exercised) granted as the Board may consider appropriate; or (B) extend the vesting period (regardless of whether the initial vesting date has occurred) in relation to all or any of the Options (to the extent not being exercised) to such longer period as the Board may consider appropriate, provided always that in each case the Board may in its absolute discretion decide that such Options shall not be clawed back or that the vesting period in relation to such Options shall not be extended, subject to such conditions or limitations as the Board may decide. The Options that are clawed back will be regarded as cancelled, and the Options so cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit.

**(8) EXERCISE PRICE FOR SHARES AND CONSIDERATION FOR THE OPTION**

The Exercise Price in respect of any particular option shall be such price as determined by the Board in its sole and absolute discretion at the time of the grant of the relevant option but in any case the Exercise Price must be the higher of (a) the closing price of Shares as stated in the Stock Exchange's daily quotations sheet on the date of the offer of grant, which must be a Business Day; (b) the average closing price of Shares as stated in the Stock Exchange's daily quotations sheets for the five (5) Business Days immediately preceding the date of grant; and (c) the nominal value of a Share. A nominal consideration of HK\$1.00 is payable on acceptance of the grant of an option.

**(9) RANKING OF SHARES**

No dividends will be payable and no voting rights will be exercisable in relation to an Option that has not been exercised (including those arising on a liquidation of the Company). The Options will not rank for any rights (which include, among other things, voting rights and dividend rights) attaching to Shares by reference to a date preceding the date of allotment.

The Shares to be allotted upon the exercise of an Option will not carry voting rights until completion of the registration of the Grantee (or such other person nominated by the Grantee) as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of Options will rank *pari passu* with and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company as attached to the other fully-paid Shares in issue on the date of issue.

**(10) RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS**

The Company may not grant any options after inside information has come to its knowledge until (and including) the trading day after it has announced the information. In particular, it may not grant any options or awards during the period commencing one month immediately before the earlier of:

- (1) the date of the Board meeting (as such date is first notified to the Stock Exchange under GEM Listing Rule 17.48) for approving the Company's results for any year, half-year or quarter-year period or any other interim period (whether or not required under the GEM Listing Rules); and
- (2) the deadline for the issuer to announce its results for any year, half year or quarter-year period under GEM Listing Rule 18.49, 18.78 or 18.79 or any other interim period (whether or not required under the GEM Listing Rules),

and ending on the date of the results announcement.

A Director must not deal in any securities of the Company on any day on which its financial results are published and:

- (1) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (2) during the period of 30 days immediately preceding the publication date of the quarterly results and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results,

unless the circumstances are exceptional, for example, where a pressing financial commitment has to be met as described in GEM Listing Rule 5.67. In any event, the Director must comply with the procedure in GEM Listing Rules 5.61 and 5.62.

**(11) PERIOD OF THE NEW SHARE OPTION SCHEME**

The New Share Option Scheme shall be valid and effective for a period of ten (10) years commencing on the date when the New Share Option Scheme is conditionally adopted by the Shareholders.

**(12) RIGHTS ON CEASING EMPLOYMENT OR ENGAGEMENT**

In the event that the Grantee ceases to be an Eligible Participant for any reason(s) other than his (i) death; (ii) retirement; (iii) ill-health; (iv) disability; (v) injury and (vi) termination of relationship with the Company and/or any of the Subsidiaries on the grounds of guilty of misconduct or conviction of any criminal offence involving integrity or honesty or breach of contract or in relation to an employee on any ground (if so determined by the Board) on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws, the Option granted to such Grantee will lapse within three months following the date of such cessation (to the extent not already exercised).

**(13) RIGHTS ON DEATH, RETIREMENT, ILL-HEALTH, DISABILITY OR INJURY**

If the Grantee is an employee and ceases to be an Eligible Participant by reason of his death, retirement, ill-health, disability or injury, any outstanding offer of an Option which has not been accepted in accordance with the provisions of the New Share Option Scheme and any Option which has not then become exercisable will lapse and, his personal representative(s), or, as appropriate, the Grantee may exercise any Option which has then become exercisable (to the extent not already been exercised) in whole or in part within a period of twelve (12) months following the date of cessation which date shall be the last day on which the Grantee was at work with the Group whether salary is paid in lieu of notice or not or such longer period as the Directors may determine.

**(14) RIGHTS ON A GENERAL OFFER**

If a general offer by way of takeover is made to all Shareholders (or all Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Grantee (or his legal personal representatives) shall be entitled to exercise the Option in full (to the extent not already exercised) at any time within one month after the date on which the offer becomes or is declared unconditional.

**(15) RIGHTS ON VOLUNTARY WINDING UP**

In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily windup the Company, the Company shall forthwith give notice thereof to all Grantees and thereupon, each Grantee (or his legal personal representatives) shall be entitled to exercise all or any of his Options at any time not later than two (2) Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Exercise Price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.

**(16) RIGHTS ON COMPROMISE OR ARRANGEMENT BETWEEN THE COMPANY  
AND ITS MEMBERS OR CREDITORS**

In the event of a compromise or arrangement between the Company and its members or creditors being proposed in connection with any scheme for the reconstruction or amalgamation of the Company, the Company shall give notice thereof to all Grantees on the same day as it gives notice of the meeting to its members or creditors to consider such a scheme or arrangement and the Grantee shall be entitled to exercise all or any of his Options in whole or in part at any time prior to 12 noon (Hong Kong time) on the Business Day immediately preceding the date of the meeting directed to be convened by the relevant court for the purposes of considering such compromise or arrangement and if there are not than one meeting for such purpose, the date of the first meeting. With effect from the date of such meeting, the rights of all Grantees to exercise their respective Options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all Options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of Options in such circumstances shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the relevant court (whether upon the terms presented to the relevant court or upon any other terms as may be approved by such court) the rights of the Grantees to exercise their respective Options shall with effect from the date of the making of the order by the relevant court be restored in full) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension.

**(17) RIGHTS ON WINDING-UP BY COURT ORDER**

In the event that a court order is made for the winding-up of the Company, the Grantee (or his personal representative(s)) may, by giving notice in writing to the Company at any time within twenty-one (21) days after the date of the court order, elect to be treated as if his Option (to the extent not already exercised) has been exercised either to its full extent or to the extent specified in such notice immediately before the court order and shall accordingly be entitled to receive out of the assets available in liquidation *pari passu* with the holders of the Shares such sum (if any) as would have been received by him in respect of the Shares subject to his Option reduced by an amount equal to the aggregate Exercise Price which would otherwise have been payable in respect thereof.

**(18) ALTERATIONS OF CAPITAL STRUCTURE**

In the event of any alteration in the capital structure of the Company whilst any share option remains exercisable or the New Share Option Scheme remains in effect, and such event arises from a capitalisation issue, rights issue, consolidation or subdivision of the Shares, or reduction of the share capital of the Company or otherwise howsoever but shall not in any event exceed the limits imposed by the GEM Listing Rules, then, in any such case (other than the capitalisation issue) the Company shall instruct the auditors or an independent financial adviser to certify in writing the adjustment, if any, that ought in their opinion fairly and reasonably to be made either generally or as regards any particular grantee, to:

- (a) the exercise price of any share option; and/or
- (b) the number of Shares consisted in a share option or which remains consisted in a share option, and an adjustment as so certified by the auditors or such independent financial adviser shall be made, provided that: (i) any such adjustment shall give the grantee the same proportion of the issued Shares of the Company, rounded to the nearest whole share, for which such grantee would have been entitled to subscribe had he exercised all the share options held by him immediately prior to such adjustment; (ii) no such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value; (iii) the issue of Shares or other securities of the Group as consideration in a transaction shall not be regarded as a circumstance requiring any such adjustment; and (iv) any such adjustment shall be in compliance with the GEM Listing Rules and such applicable guidance and/or interpretation of the GEM Listing Rules from time to time promulgated by the Stock Exchange.

**(19) CANCELLATION OF OPTIONS**

The Board shall be entitled for following reasons or causes to cancel any Option in whole or in part by giving notice in writing to the Grantee stating that such Option is thereby cancelled with effect from the date specified in such notice:

- (a) the Grantee commits or permits or attempts to commit or permit a breach of the restriction on transferability of the Option pursuant to paragraph (21) hereof or any terms or conditions imposed or attached to the grant of the Option; or
- (b) if the Grantee has, in the opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of the Company or its Subsidiaries,

that the Option shall be deemed to have been cancelled with effect from such specified date in respect of any part of the Option which has not been exercised as at such specified date and no compensation shall be payable upon any such cancellation, Provided that the Board shall be entitled in its sole and absolute discretion to pay such compensation to the Grantee in such manner as it may consider appropriate in any particular case.

**(20) TERMINATION OF THE NEW SHARE OPTION SCHEME**

The Company shall, by resolution in general meeting, terminate the operation of the New Share Option Scheme and in such event no further Options shall be offered but the provisions of the New Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior to the termination or otherwise as may be required in accordance with the provisions of the New Share Option Scheme and Options granted prior to such termination shall continue to be valid and exercisable in accordance with the New Share Option Scheme. Details of the Options granted, including Options exercised or outstanding, under the New Share Option Scheme shall be disclosed in the circular to the Shareholders seeking approval of the new scheme established after the termination of the New Share Option Scheme.

**(21) TRANSFERABILITY OF OPTIONS**

An Option is personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option.

**(22) LAPSE OF OPTIONS**

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (a) the expiry of the Option Period;
- (b) the expiry of any of the periods or situations referred to in paragraphs (12) to (17);
- (c) the date of on which the scheme of arrangement of the company referred to in paragraph (16);
- (d) the date of commencement of the winding-up of the Company commences;
- (e) the date on which the Grantee ceases to be an Eligible Participant by reason of the termination of his relationship with the Company or any of the Subsidiaries on any one or more of the grounds that he has been guilty of serious misconduct or has been convicted of any criminal offence involving his integrity or honesty or he has committed any breach of contract or in relation to an employee of the Company or any of the Subsidiaries (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the Grantee's service contract with the Company or the relevant Subsidiary and that a resolution of the Board or the board of directors of the relevant Subsidiary to the effect that the relationship of a Grantee has or has not been terminated on the grounds specified in this paragraph shall be conclusive; and
- (f) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the Grantee commits a breach of paragraph (21) or the Options are cancelled referred to in paragraph (19).

**(23) ALTERATION OF THE NEW SHARE OPTION SCHEME**

- (a) Subject to the GEM Listing Rules and sub-paragraphs (b) to (e) below, all provisions of the New Share Option Scheme may be altered in any respect by resolution of the Board without the approval of the Shareholders in general meeting.
- (b) The terms of the New Share Option Scheme relating to the matters set out in Rule 23.03 of the GEM Listing Rules shall not be altered to the advantage of the Grantees without the prior approval of the Shareholders in general meeting.

- (c) Any change to the terms of options or awards granted to a Selected Participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders of the Company (as the case may be) if the initial grant of the options or awards was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders of the Company (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the New Share Option Scheme.
- (d) The amended terms of the New Share Option Scheme or the Options must still comply with the relevant requirements of Chapter 23 of the GEM Listing Rules as amended from time to time.
- (e) Any change to the authority of the Board in relation to any alteration to the terms of the New Share Option Scheme must be approved by the Shareholders in general meeting.

*The following is a summary of the proposed amendments of the principal terms of the Share Award Scheme proposed to be amended at the AGM.*

**(1) PURPOSE**

The purposes and objectives of this Amended Share Award Scheme (the “Scheme”) are to provide incentives and reward the contributions of certain Eligible Persons and provide them with incentives in order to retain them for the continuing operation and development of the Group, and to attract suitable personnel for further development of the Group.

The Board may, at their sole and absolute discretion, invite any person belonging to any of the following classes of Eligible Persons on the basis of the Directors’ opinion as to their contribution to the development and growth of the Group to be granted share awards:

- (a) any Employee Participants;
- (b) any Related Entity Participants; and
- (c) any Service Providers, excluding auditors and valuers of the Company or its subsidiaries.

**(2) DURATION AND ADMINISTRATION**

Unless terminated earlier by the Board in accordance with the Share Award Scheme Rules, the Scheme is valid and effective for a term of 10 years commencing on the relevant adoption date provided that no transfer of funds or the allotment and issue of new shares to the Trust will be made by the Company on or after the 10th anniversary date of the relevant adoption date.

**(3) VESTING OF AWARD**

The Board or the committee of the Board or person(s) to which the Board delegated its authority may at the time of the grant and subject to all applicable laws, determine such vesting criteria and conditions or periods for the Award to be vested hereunder, but such vesting period shall be at least twelve (12) months.

Subject to the terms and conditions of the Share Award Scheme, (i) in respect of any Eligible Person who is a Director or a senior manager, (ii) in respect of any other Eligible Person who is an employee of the Group; (iii) in respect of any Eligible Person who is a Service Provider, the Board (after having obtained the affirmative views from the independent non-executive Directors) may establish performance targets that must be attained by the Eligible Person before the Awards granted to such Eligible Person may be exercised either in whole or in part, and such performance targets (if required) shall be stated in the offer letter. The Board shall have the authority, after the grant of any Award which is performance linked, to make fair and reasonable adjustments to the prescribed performance targets before vesting of such Awards if there is a change in circumstances, provided that any such adjustments shall be less onerous than the prescribed performance targets and are considered fair and reasonable by the Board.

The term “performance targets” shall mean any one or more performance measures related to the Eligible Person, the Company, a department, division or business unit of the Company or the Group as a whole, which shall be assessed either annually or cumulatively over a period of time, on an absolute basis or relative basis based on pre-established targets, past or current performance or comparison to internal targets or industry performance, in each case as specified by the Board (or, as the case may be, the remuneration committee of the Company) in their sole discretion, including, without limitation, revenue, profit (before or after income tax), cash flow (before or after dividends), earnings per share, market value or economic value added, return on assets, return on equity, return on investment, share price, return on shareholders’ equity, cost reductions (including expense management), customer satisfaction metrics, product quality metrics, research and development milestones, productivity and operating margins and results, and other targets as the Board may from time to time determine.

The Board may provide in the offer letter that any Award prior to it being vested may be subject to clawback or a longer vesting period or such other conditions or limitations as the Board may decide if any of the following events (“Clawback Event”) shall occur before vesting:

- a) the Selected Participant has been liable for a material misstatement in the financial statements of the Company; or
- b) the Selected Participant being guilty of fraud or serious misconduct, regardless of whether there is any accounting restatement or a material error in calculating or determining the performance metrics or other criteria; or
- c) if a grant of any Award is linked to any performance targets and the Board is of the opinion that there occurred any circumstances that showed or led to any of the prescribed performance targets having been assessed or calculated in a materially inaccurate manner; or

- d) the Selected Participant has been convicted of any offence (i) involving fraud, dishonesty or corruption; (ii) under any Ordinance as set out in rule 17.50(2)(m)(ii) of the GEM Listing Rules; or (iii) in respect of which the Selected Participant has been sentenced to a period of imprisonment of six (6) months or more, including suspended or commuted sentences,

and the Board may (but are not obliged to) by notice in writing to the Selected Participant (A) claw back such number of Awards (to the extent not being vested) granted as the Board may consider appropriate; or (B) extend the vesting period (regardless of whether the initial vesting date has occurred) in relation to all or any of the Awards (to the extent not being vested) to such longer period as the Board may consider appropriate, provided always that in each case the Board may in its absolute discretion decide that such Awards shall not be clawed back or that the vesting period in relation to such Awards shall not be extended, subject to such conditions or limitations as the Board may decide. The Awards that are clawed back will be regarded as cancelled, and the Awards so cancelled will be regarded as utilised for the purpose of calculating the Scheme Mandate Limit (as defined hereafter).

In the event a Selected Participant ceases to be an Eligible Person on or prior to the relevant vesting date and the award in respect of the relevant vesting date shall lapse or be forfeited pursuant to the Scheme, such award shall not vest on the relevant vesting date and the Selected Participant shall have no claims against the Company or the Trustee, unless the Board determines otherwise at its absolute discretion.

#### **(4) SCHEME MANDATE LIMIT**

The Company shall not make any further grant of Award (whether existing shares or new shares of the Company) which will result in the aggregate number of Shares underlying all grants made pursuant to the Scheme (excluding Award Shares that have been forfeited in accordance with the Scheme) and any other share award scheme or share option scheme or incentive scheme to represent 10% or more of the issued Shares from time to time without Shareholders' approval (the "**Scheme Mandate Limit**").

The maximum number of Awards (whether existing shares or new shares of the Company) granted to Service Providers and any share options or share awards (whether existing shares or new shares of the Company) granted to Service Providers under any other schemes of the Group within the Scheme Mandate Limit shall not in aggregate exceed 1% of the Shares in issue as at the date of approval of this Scheme (the "**Service Provider Sublimit**").

The Company may seek approval of the Shareholders in general meeting for “refreshing” this Scheme Mandate Limit and the Service Provider Sublimit (a circular containing the information required by the GEM Listing Rules must be dispatched to Shareholders of the Company for that purpose) after three (3) years from the date of approval of the amendments to the Share Award Scheme.

Any refreshment to the Scheme Mandate Limit and the Service Provider Sublimit within any three (3)-year period must be approved by Shareholders, and any controlling Shareholders and their associates (or if there is no controlling Shareholder, Directors (excluding independent non-executive Directors) and the chief executive of Company and their respective associates) must abstain from voting in favour of the relevant resolution at the general meeting of the Company and in accordance with the requirements under the GEM Listing Rules.

The Company may seek separate approval by its Shareholders in general meeting for granting share awards beyond the Scheme Mandate Limit or the refreshed Scheme Mandate Limit to the Eligible Participant specially identified by the Company before such approval is sought. In such event, the Company must send a circular to its Shareholders containing a generic description of the specified Eligible Participant, the number and terms of awards to be granted, the purpose of granting the awards to the specified Eligible Participant with an explanation as to how the terms of these awards serve such purpose and such other information and the information required under Rule 23.02(2)(d) of the GEM Listing Rules.

The total number of share awards, or any share award or share options granted to a Selected Participant under the Scheme, or any other share incentive scheme (including the New Share Option Scheme) of the Company, in any 12-month period shall not exceed 1 per cent of the total number of issued Shares from time to time (the “Individual Limit”). Where any grant of awards to a Selected Participant would result in the Shares issued (excluding any awards lapsed in accordance with the terms of the Scheme) in the 12-month period up to and including the date of such grant representing in aggregate over 1% of the Shares of the Company in issue, such grant must be separately approved by Shareholders of the Company in general meeting with such Selected Participant and his/her close associates (or associates if the Participant is a connected person) abstaining from voting. The Company must send a circular to the Shareholders. The circular must disclose the identity of the Selected Participant, the number and terms of the awards to be granted (and those previously granted to such Participant in the 12-month period), the purpose of granting awards to the Selected Participant and an explanation as to how the terms of the awards serve such purpose. The number and terms of the awards to be granted to such Selected Participant must be fixed before Shareholders’ approval.

**(5) PARTICIPANTS**

Participants under the Scheme can be any Eligible Person.

In determining the Selected Participants, the Board or the committee of the Board or person(s) to which the Board has delegated its authority may take into consideration matters including the present and expected contribution of the relevant Selected Participant to the Group.

**(6) ADMINISTRATION**

The Scheme is subject to the administration of the Board and the Trustee in accordance with the Share Award Scheme Rules and the terms of the Trust Deed.

**(7) OPERATION**

Subject to the relevant Share Award Scheme Rules, (1) the Company can issue and allot Shares to the Trustee from time to time under the Scheme Mandate Limit granted or to be granted by the Shareholders at general meetings of the Company from time to time (unless such issue and allotment of Shares has otherwise been approved by the Shareholders) for future awards; or (2) in case where the Board have selected certain Eligible Person to be Selected Participant(s), the Company shall, as soon as reasonably practicable after the Grant Date, for the purposes of satisfying the grant of awards, issue and allot Shares to the Trustee under ~~general mandates~~the Scheme Mandate Limit granted or to be granted by the Shareholders at general meetings of the Company from time to time (unless such issue and allotment of Shares has otherwise been approved by the Shareholders) and/or transfer to the Trust the necessary funds and instruct the Trustee to either (i) subscribe Shares to be issued by the Company or (ii) acquire Shares through on-market transactions at the prevailing market price. The Trustee must hold the Shares until they are vested in accordance with the Share Award Scheme Rules. When the Selected Participant has satisfied all vesting conditions specified by the Board at the time of making the award and become entitled to the Shares forming the subject of the award, the Trustee will transfer the relevant vested Shares to the Selected Participant.

**(8) VOTING RIGHTS**

The Trustee shall not exercise any voting rights and powers in respect of any Shares held under the Trust (including, but not limited to, the Awarded Shares, the Returned Shares, any bonus Shares and scrip Shares).

**(9) TRANSFERABILITY AND OTHER RIGHTS TO AWARD SHARES**

No Selected Participant are entitled to any interest or right in awarded shares prior to the vesting of such awards.

Any award granted hereunder but not yet vested shall be personal to the Selected Participant to whom it is made and shall not be assignable or transferable and no Selected Participant shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any other person over or in relation to any award, or enter into any agreement to do so.

Any actual or purported breach of abovementioned shall entitle the Company to cancel any outstanding Award or part thereof granted to such Selected Participant. For this purpose, a determination from the legal department of the Company or such other person(s) delegated this function by the Board, to the effect that the Selected Participant has or has not breached any of the foregoing shall be final and conclusive as to such Selected Participant.

Shares allotted and issued on the vesting of awards will rank pari passu with and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company as attached to the other fully-paid Shares in issue on the date of issue.

Shares allotted and issued to Selected Participants, on the vesting of Awards, will rank pari passu with and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation of the Company as attached to the other fully-paid Shares in issue on the date of issue.

**(10) GRANT OF AWARDS TO CONNECTED PERSONS**

~~Any change to the terms of share awards granted to a Selected Participant must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders of the Company (as the case may be) if the initial grant of the awards was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders of the Company (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the Amended Share Award Scheme.~~Any grant of share awards to a Director, chief executive or substantial shareholder of the Company, or any of their respective associates, under the Amended Share Award Scheme must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the share awards).

Where any grant of awards (excluding grant of options) to a Director (other than an independent non-executive Director) or chief executive of the Company, or any of their associates would result in the shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the Amended Share Award Scheme) to such person in the 12-month period up to and including the date of such grant, representing in aggregate over 0.1% of the relevant class of shares in issue, such further grant of awards must be approved by shareholders of the Company in general meeting in the manner set out in GEM Listing Rule 23.04(4).

Where any grant of options or awards to an independent non-executive Director or a substantial shareholder of the Company, or any of their respective associates, would result in the shares issued and to be issued in respect of all options and awards granted (excluding any options and awards lapsed in accordance with the terms of the New Share Option Scheme and the Amended Share Award Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the relevant class of shares in issue, such further grant of options or awards must be approved by shareholders of the Company in general meeting in the manner set out in rule GE, Listing Rule 23.04(4).

The Company must send a circular to its Shareholders and comply with the relevant requirements in respect of shareholders' meeting in the GEM Listing Rules. All Connected Persons of the Company must abstain from voting in favour at such general meeting. Pursuant to Rule 17.47(4) of the GEM Listing Rules, any vote taken at the meeting to approve the grant of such awards must be taken on a poll. The Company must also comply with the requirements under Rules 17.47A, 17.47B and 17.47C of the GEM Listing Rules. Any change in the terms of awards granted to a substantial shareholder or an independent non-executive Director, or any of their respective Associates must be approved by the Shareholders in general meeting.

#### **(11) CONSOLIDATION, SUB-DIVISION, BONUS ISSUE AND OTHER DISTRIBUTION**

~~In the event of any alteration in the capital structure of the Company prior to the vesting date of share awards, and such event arises from a rights issue, consolidation or subdivision of the Shares, or reduction of the share capital of the Company or otherwise howsoever but shall not in any event exceed the limits imposed by the GEM Listing Rules, then, in any such case the Company shall instruct the auditors or an independent financial adviser to certify in writing the adjustment to the awarded shares, if any, that ought in their opinion fairly and reasonably to be made either generally or as regards any particular Selected Participant, to an adjustment as so certified by the auditors or such independent financial adviser shall be made, provided that any such adjustment shall give the Selected Participant the same proportion of the issued Shares of the Company, rounded to the nearest whole share, for which such Selected Participant would have been entitled to immediately prior to such adjustment.~~

In the event that the Company undertakes an issue of bonus Shares, the bonus Shares allotted with respect to any awarded shares shall be deemed to be an accretion to such awarded shares and all the provisions hereof in relation to the original awarded shares shall apply to such additional Shares. In the event the Company undertakes a capitalisation issue, rights issue, consolidation or subdivision of the Shares, or reduction of the share capital of the Company (each an "Adjustment Event"), a Selected Participant shall be entitled to the same proportion of those awarded shares (rounded to the nearest whole Share) as that to which such Selected Participant was immediately entitled prior to such Adjustment Event, and the Board shall as soon as reasonably practicable after such Adjustment Event has been effected, notify such Selected Participant (with a copy of the notification to the Trustee) the adjustment on the number of awarded shares that he or she has become entitled to on vesting after such Adjustment Event, provided that:

- (i) no such adjustments may be made to the extent that a Share would be issued at less than its nominal value; and
- (ii) in respect of any adjustments other than an adjustment made on a capitalisation issue, the auditors or an independent financial adviser of the Company must confirm to the Directors in writing that the such adjustment(s) satisfies the requirements of the relevant provisions of the GEM Listing Rules. The issue of Shares or other securities of the Group as consideration in a transaction may not be regarded as a circumstance requiring adjustment.

In the event the Company undertakes an open offer of new securities in respect of any Shares which are held directly or indirectly by the Trustee under the Scheme, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall sell or cause to be sold such amount of the nil-paid rights allotted to it on the market as is appropriate and the net proceeds of sale of such rights shall be held as part of the trust fund of the trust constituted by the Trust Deed.

In the event the Company issues bonus warrants in respect of any Shares which are held directly or indirectly by the Trustee, the Trustee shall not subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants and shall sell or cause to be sold the bonus warrants created and granted to it on the market, the net proceeds of sale of such bonus warrants shall be held as part of the trust fund of the trust constituted by the Trust Deed.

In the event that the Company undertakes an issue of bonus Shares, the bonus Shares allotted with respect to any Shares which are held directly or indirectly by the Trustee shall be held as part of the trust fund of the trust constituted by the Trust Deed.

In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive scrip Shares and scrip Shares allotted with respect to any Shares which are held directly or indirectly by the Trustee shall be held as part of the trust fund of the trust constituted by the Trust Deed.

In the event of other non-cash and non-scrip distribution made by the Company in respect of Shares held upon the trust, the Trustee shall dispose of such distribution and the net sale proceeds thereof shall be deemed as cash income of a Share held as part of the trust fund of the trust constituted by the Trust Deed.

**(12) BLACK-OUT PERIOD**

No award of Shares shall be made to the Selected Participants who are Directors (“Award to Director(s)”) and no instructions to acquire Shares shall be given to the Trustee with respect to an Award to Director(s) under the Scheme (i) where any Director is in possession of unpublished inside information in relation to the Company or its securities where dealings in any of the Company’s securities by Directors are prohibited under any code or requirement of the GEM Listing Rules and all applicable laws from time to time; (ii) during the period of 60 days immediately preceding the deadline for the Company to publish its annual results announcement under the GEM Listing Rules; and (iii) during the period of 30 days immediately preceding the deadline for the Company to publish its quarterly or interim results announcement under the GEM Listing Rules, and ending on the date of the relevant results announcement.

Each grant of a share award to any Director shall be subject to the prior approval of all the members of the remuneration committee of the Company, or in the case where the grant of a share award is proposed to be made to any member of the remuneration committee, by all of the other members of the remuneration committee.

The Company may not grant any share awards after inside information has come to its knowledge until (and including) the trading day after it has announced the information. In particular, it may not grant any options or awards during the period commencing one month immediately before the earlier of:

- (1) the date of the Board meeting (as such date is first notified to the Stock Exchange under GEM Listing Rule 17.48) for approving the Company’s results for any year, half-year or quarter-year period or any other interim period (whether or not required under the GEM Listing Rules); and

- (2) the deadline for the issuer to announce its results for any year, half year or quarter-year period under GEM Listing Rule 18.49, 18.78 or 18.79 or any other interim period (whether or not required under the GEM Listing Rules),

and ending on the date of the results announcement.

**(13) ALTERATION**

~~Subject to the Scheme Limit, the Scheme may be altered in any respect by a resolution of the Board provided that no such alteration shall operate to affect adversely any subsisting rights of any Selected Participant unless otherwise provided for in these Scheme Rules, except:~~

- ~~(d) with the consent in writing of Selected Participants amounting to three-fourths in nominal value of all Award Shares held by the Trustee on that date; or~~
- ~~(e) with the sanction of a special resolution that is passed at a meeting of the Selected Participants amounting to three-fourths in nominal value of all Award Shares held by the Trustee on that date.~~

The Share Award Scheme may be altered in any respect by a resolution of the Board subject to the followings:

- (a) any alterations to the terms and conditions of the Share Award Scheme which are of a material nature or any alterations to the provisions relating to the matters set out in Rule 23.03 of the GEM Listing Rules to the advantage of the grantee must be approved by the Shareholders of the Company in general meeting;
- (b) any change to the terms of Awards granted to a grantee must be approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders of the Company (as the case may be) if the initial grant of the Awards was approved by the Board, the remuneration committee, the independent non-executive Directors and/or the Shareholders of the Company, (as the case may be). This requirement does not apply where the alterations take effect automatically under the existing terms of the Share Award Scheme;
- (c) the amended terms of the Scheme or the Awards must still comply with the relevant requirements of Chapter 23 of the GEM Listing Rules; and

- (d) any change to the authority of the Directors or scheme administrators to alter the terms of the Share Award Scheme must be approved by Shareholders of the Company in general meeting.

**(14) TERMINATION**

The Scheme shall, by resolution in general meeting of the Company, terminate on the earlier of the 10th anniversary of the relevant adoption date or such date of early termination as determined by the Board provided that such termination does not affect any subsisting rights of any Selected Participants. No further grant of awards may be made upon termination. Upon termination, unless otherwise separate arrangements have been mutually agreed by and between the Board and the Trustee in the best interest of the Selected Participants and the operation of the Scheme, (i) all the Awarded Shares, with at least twelve (12) months of its vesting period passed, shall become vested in the Selected Participants so referable on such date of termination, subject to the receipt by the Trustee of the transfer documents (where applicable) duly executed by the Selected Participant within the stipulated period or the receipt of relevant funds by the Trustee for on-market purchase of sufficient Shares to satisfy the requisite vesting; (ii) the Returned Shares and any non-cash income remaining in the Trust fund shall be sold by the Trustee within 20 trading days of the Stock Exchange (on which the trading of Shares has not been suspended); and (iii) residual cash, net proceeds of sale referred to above and such other funds remaining in the Trust shall be remitted to the Company after the sale.

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## NOTICE OF ANNUAL GENERAL MEETING

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# China Youzan Limited

## 中國有贊有限公司

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 8083)**

### NOTICE OF ANNUAL GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** the annual general meeting of China Youzan Limited (the “Company”) will be held at 40th Floor, Dah Sing Financial Centre, No. 248 Queen’s Road East, Wanchai, Hong Kong at 10:00 a.m. on Thursday, 29 June 2023 for the following purposes:

#### ORDINARY RESOLUTIONS

1. To receive and adopt the audited consolidated financial statements of the Company and its subsidiaries and the reports of the directors of the Company (the “Directors”) and auditors of the Company (the “Auditors”) for the year ended 31 December 2022.
2. To consider and, if thought fit, pass the following resolution (with or without modification) as ordinary resolution of the Company:

“**THAT:**

- (i) subject to paragraph (iii) below, pursuant to the Rules Governing the Listing of Securities on GEM (the “GEM Listing Rules”) of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”), the exercise by the directors of the Company during the Relevant Period (as defined below) of all the powers of the Company to allot, issue and deal with additional shares in the capital of the Company and to make or grant offers, agreements and options (including bonds, warrants and debentures convertible into shares of the Company) which might require the exercise of such powers be and is hereby generally and unconditionally approved;

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## NOTICE OF ANNUAL GENERAL MEETING

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- (ii) the approval in paragraph (i) above shall be in addition to any other authorisation given to the directors of the Company during the Relevant Period (as defined below) to make or grant offers, agreements and/or options which might require the exercise of such powers after the end of the Relevant Period;
- (iii) the total number of shares allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the directors of the Company pursuant to the approval in paragraph (i) of this resolution, otherwise than pursuant to (a) a Rights Issue (as defined below), (b) the exercise of warrants to subscribe for shares of the Company or the exercise of options granted under any ordinary share option scheme adopted by the Company, or (c) an issue of shares of the Company in lieu of whole or part of a dividend on shares of the Company in accordance with the bye-laws of the Company, shall not exceed 20% of the total number of issued shares of the Company in issue as at the date of the passing of this resolution and this approval shall be limited accordingly; and
- (iv) for the purpose of this resolution:

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

- (a) the conclusion of the next annual general meeting of the Company;
- (b) the expiration of the period within which the next annual general meeting of the Company is required by any applicable law or the articles of association of the Company to be held; and
- (c) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting; and

“Rights Issue” means offer of shares of the Company open for a period fixed by the Directors to holders of shares on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares as at that date (subject to such exclusions or other arrangements as the directors of the Company may deem necessary or expedient in relation to overseas shareholders or fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognised regulatory body or any stock exchange in any territory outside Hong Kong).”

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## NOTICE OF ANNUAL GENERAL MEETING

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3. To consider and, if thought fit, pass the following resolution (with or without modification) as an ordinary resolution of the Company:

“**THAT:**

- (i) subject to paragraph (iii) below, the exercise by the Directors during the Relevant Period (as defined below) of all the powers of the Company to repurchase issued shares in the capital of the Company on GEM of the Stock Exchange or any other stock exchange on which the securities of the Company may be listed and recognized by the Securities and Futures Commission of Hong Kong and the Stock Exchange for such purpose, subject to and in connection with all applicable laws and/or the requirements of the Rules Governing the Listing of Securities on GEM or of any other stock exchange as amended from time to time, be and the same is hereby generally and unconditionally approved;
- (ii) the approval in paragraph (i) shall be in addition to any other authorisation given to the Directors and shall authorise the Directors on behalf of the Company during the Relevant Period (as defined below) to procure the Company to buy back its shares at a price determined by the Directors;
- (iii) the total number of shares of the Company which are authorised to be bought back by the Directors pursuant to the approval in paragraph (i) above shall not exceed 10% of the total number of the shares of the Company in issue as at the date of passing this resolution, and if any subsequent consolidation or subdivision of shares is conducted, the maximum number of Shares that may be bought back under the mandate in paragraph (i) above as a percentage of the total number of issued Shares at the date immediately before and after such consolidation and subdivision shall be the same, and the said approval shall be limited accordingly; and
- (iv) for the purpose of this resolution:

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

- (a) the conclusion of the next annual general meeting of the Company;
- (b) the expiration of the period within which the next annual general meeting of the Company is required by any applicable law or the articles of association of the Company to be held; and

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## NOTICE OF ANNUAL GENERAL MEETING

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- (c) the revocation or variation of the authority given under this resolution by ordinary resolution of the shareholders of the Company in general meeting.”
4. To consider and if thought fit, pass the following resolution (with or without modification) as an ordinary resolution of the Company:
- “**THAT** conditional upon the passing of resolutions nos. 2 and 3 above, the general mandates granted to the Directors pursuant to resolution no. 2 be and is hereby extended by the addition thereto of the total number of shares of the Company bought back by the Company under the authority granted pursuant to the resolution no. 3 provided that such number of added shares shall not exceed 10% of the total number of shares of the Company in issue as at the date of passing of this resolution.”
5. (i) To re-elect Mr. Zhu Ning as executive Director;
- (ii) To re-elect Mr. Cui Yusong as executive Director;
- (iii) To re-elect Mr. Yu Tao as executive Director;
- (iv) To re-elect Ms. Ying Hangyan as executive Director; and
- (v) To authorise the board of directors (the “Board”) to fix the remuneration of the Directors.
6. To re-appoint RSM Hong Kong as the Auditors and to authorise the Board to fix the remuneration of Auditors.
7. To consider and if thought fit, pass the following resolution (with or without modification) as an ordinary resolution of the Company:

“**THAT:**

- (a) the authorised share capital of the Company be and is hereby increased from HK\$300,000,000 divided into 30,000,000,000 Shares of HK\$0.01 each to HK\$500,000,000 divided into 50,000,000,000 Shares of HK\$0.01 each by the creation of an additional 20,000,000,000 new Shares which will rank pari passu with all the existing shares (the “Increase in Authorised Share Capital”); and

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## NOTICE OF ANNUAL GENERAL MEETING

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- (b) any one or more of the directors of the Company be and is/are hereby authorised to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Increase in Authorised Share Capital.”
8. To consider and if thought fit, approve the termination of the existing share option scheme and adoption of a new share option scheme, and authorise the Board to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the adoption of new share option scheme.
9. To consider and if thought fit, approve the amendments of the share award scheme, and authorise the Board to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the amendments of the share award scheme.
10. To consider and if thought fit, approve the Scheme Mandate Limit for all share schemes of the Company (including the new share option scheme and the amended share award scheme), the number of shares subject to the Scheme Mandate Limit being 1,842,164,209 shares (representing 10% of shares on the date of approval), and authorise the Board to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the aforementioned.
11. To consider and if thought fit, approve the Service Provider Sublimit for all share schemes of the Company (including the new share option scheme and the amended share award scheme), the number of shares subject to the Service Provider Sublimit being 184,216,420 shares (representing 1% of shares on the date of approval), and authorise the Board to do all such acts and things and execute all such documents which he/she/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the aforementioned.

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## NOTICE OF ANNUAL GENERAL MEETING

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### SPECIAL RESOLUTION

12. To consider and if thought fit, pass the following resolution (with or without modification) as a special resolution of the Company:

“**THAT:**

- (i) the proposed amendments (“Proposed Amendments”) to the existing bye-laws of the Company as set out in Appendix III to the circular issued by the Company on 30 May 2023 be and are hereby approved and confirmed;
- (ii) the new bye-laws of the Company be and are hereby adopted in substitution for, and to the exclusion of, the existing bye-laws of the Company with immediate effect after the close of the annual general meeting; and
- (iii) any one director of the Company be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments (including affixing the common seal of the Company thereon) and take all such steps as the director of the Company in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Proposed Amendments.”

By order of the Board  
**China Youzan Limited**  
**Zhu Ning**  
*Chairman*

Hong Kong, 30 May 2023

*Registered office:*

Victoria Place, 5th Floor  
31 Victoria Street  
Hamilton HM 10, Bermuda

*Head Office and Principal place of business*

*in Hong Kong:*  
Unit 1511, 15/F.  
Shui On Centre  
No. 6-8 Harbour Road  
Wan Chai, Hong Kong

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## NOTICE OF ANNUAL GENERAL MEETING

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*Notes:*

1. Any member entitled to attend and vote at the AGM is entitled to appoint one or more separate proxies to attend and vote instead of him/her. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed. A proxy need not be a member of the Company.
2. Where there are joint holders of any share, any one of such persons may vote at the AGM, either personally or by proxy, in respect of such share as if he/she were solely entitled thereto, provided that if more than one of such joint holders be present at the AGM personally or by proxy, the person whose name stands first in the register in respect of such share shall alone be entitled to vote in respect thereof.
3. The register of members of the Company will be closed from Monday, 26 June 2023 to Thursday, 29 June 2023, both days inclusive, during which period no transfer of shares will be registered. In order to qualify for attending and voting at the AGM, unregistered holders of Shares of the Company should ensure that all completed transfer forms accompanied by the relevant share certificates must be lodged with the Company's Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong, for registration no later than 4:30 p.m. on Friday, 23 June 2023.
4. To be valid, a form of proxy in the prescribed form together with the power of attorney or other authority (if any) under which it is signed (or a notarially certified copy thereof) must be deposited at Computershare Hong Kong Investor Services Limited, the share registrar of the Company in Hong Kong, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong no less than 48 hours before the time schedule for holding the AGM. Delivery of the form of proxy shall not preclude a member of the Company from attending and voting in person at the AGM and any adjourned meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. An explanatory statement containing further details regarding ordinary resolutions as required by the Rules Governing the Listing of Securities on GEM is set out in Appendix I to the circular of the Company dated 30 May 2023.
6. Particulars of the retiring directors are set out in Appendix II to the circular of the Company dated 30 May 2023.
7. A form of proxy for use in connection with the AGM is enclosed with the circular of the Company dated 30 May 2023. Such form is also published on the Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company's website at [www.chinayouzan.com](http://www.chinayouzan.com).

*As at the date of this notice, the Board comprises four executive Directors, namely Mr. Zhu Ning, Mr. Cui Yusong, Mr. Yu Tao and Ms. Ying Hangyan; and three independent non-executive Directors, namely Dr. Fong Chi Wah, Mr. Deng Tao and Mr. Li Shaojie.*

*This notice, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM 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 notice 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 notice misleading.*

*This notice will remain on the Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) on the "Latest Listed Company Information" page for at least 7 days from the date of its publication and on the Company's website at [www.chinayouzan.com](http://www.chinayouzan.com).*