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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 Tradelink Electronic Commerce Limited, you should at once hand this circular and the accompanying 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.

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

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## Tradelink Electronic Commerce Limited

### 貿易通電子貿易有限公司

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 536)**

## NOTICE OF ANNUAL GENERAL MEETING AND PROPOSALS FOR DECLARATION OF FINAL DIVIDEND, RE-ELECTION OF RETIRING DIRECTORS, RE-APPOINTMENT OF KPMG AS AUDITORS, GENERAL MANDATE TO ISSUE SHARES AND AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

A notice convening the annual general meeting (“AGM”) of Tradelink Electronic Commerce Limited (the “Company”) to be held on Friday, 7 May 2021 at 2:00 p.m. at Meeting Room 636–637, 6/F, Kowloonbay International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong is set out on pages 89 to 91 of this circular.

The register of members will be closed from Tuesday, 4 May 2021 to Friday, 7 May 2021, both days inclusive, during which period no transfer of shares will be registered to determine the shareholders’ entitlement to attend and vote at the AGM to be held on Friday, 7 May 2021. In order to qualify to attend and vote at the AGM, all duly 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, Wan Chai, Hong Kong for registration, no later than 4:30 p.m. on Monday, 3 May 2021.

Whether you are able to attend the AGM or not, you are advised to read the notice and to complete and return the enclosed form of proxy, in accordance with the instructions printed thereon, to the Company’s share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the AGM. Completion of the form of proxy and its return will not preclude you from attending, and voting at, the AGM if you so wish.

#### PRECAUTIONARY MEASURES FOR THE AGM

In order to safeguard the health and safety of shareholders and to prevent and control the spread of Coronavirus Disease 2019 (COVID-19), the following measures will be taken at the AGM:

- (1) compulsory temperature checks for attendees;
- (2) attendees are compulsorily required to submit a health declaration form;
- (3) attendees are compulsorily required to wear surgical masks; and
- (4) no refreshments will be served

Attendees who do not comply with the precautionary measures referred to in (1) to (3) above may be denied entry to the AGM venue, at the absolute discretion of the Company and to the extent permitted by law.

Shareholders are reminded that they may appoint the Chairman of the meeting as their proxy to vote on the relevant resolutions at the AGM as an alternative to attending the AGM in person.

Subject to the development of COVID-19, the Company may implement further procedures and precautionary measures at short notice and may issue further announcement as appropriate. Shareholders should check the Company’s website ([www.tradelink.com.hk](http://www.tradelink.com.hk)) for updates on the latest arrangement of the AGM.

Hong Kong, 8 April 2021



**Tradelink Electronic Commerce Limited**

**貿易通電子貿易有限公司**

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 536)**

*Directors:*

*Chairman and Non-executive Director*

Dr. LEE Nai Shee, Harry, S.B.S., J.P.

*Non-executive Directors*

Dr. LEE Delman

Mr. YING Tze Man, Kenneth

Mr. YUEN Wing Sang, Vincent

*Independent Non-executive Directors*

Mr. CHAK Hubert

Mr. CHAU Tak Hay

Ms. CHAN Chi Yan

Mr. CHUNG Wai Kwok, Jimmy

Mr. HO Lap Kee, Sunny, M.H., J.P.

*Executive Directors*

Mr. TSE Kam Keung

Mr. CHENG Chun Chung, Andrew

Ms. CHUNG Shun Kwan, Emily

*Registered Office:*

11th and 12th Floors,

Tower B, Regent Centre,

63 Wo Yi Hop Road,

Kwai Chung, Hong Kong

Hong Kong, 8 April 2021

*To the Shareholders,*

Dear Sir or Madam,

**NOTICE OF ANNUAL GENERAL MEETING  
AND PROPOSALS FOR DECLARATION OF FINAL DIVIDEND,  
RE-ELECTION OF RETIRING DIRECTORS,  
RE-APPOINTMENT OF KPMG AS AUDITORS,  
GENERAL MANDATE TO ISSUE SHARES AND  
AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF  
ASSOCIATION**

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## LETTER FROM THE BOARD

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### INTRODUCTION

The purpose of this circular is to provide shareholders (the “**Shareholders**”) of Tradelink Electronic Commerce Limited (the “**Company**”) with information regarding the declaration of a final dividend for the year ended 2020, the proposed re-election of retiring directors of the Company, the re-appointment of KPMG as the auditors of the Company and their remuneration, the general mandate proposed to be granted to the directors of the Company (the “**Directors**”) to issue shares and amendments to the memorandum and articles of association. These resolutions will be proposed at the annual general meeting of the Company (“**AGM**”) to be held on Friday, 7 May 2021 at 2:00 p.m. at Meeting Room 636–637, 6/F, Kowloonbay International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong.

### FINAL DIVIDEND

By the results announcement of the Company dated Tuesday, 23 March 2021, the board of directors of the Company (the “**Board**”) recommended a final dividend of HK7.25 cents per share. The final dividend of HK7.25 cents per share is subject to Shareholders’ approval at the AGM, and expected to be paid on or about Wednesday, 26 May 2021 to those Shareholders whose names appear on the register of members on Thursday, 13 May 2021.

The register of members will be closed from Thursday, 13 May 2021 to Monday, 17 May 2021, both days inclusive, during which period no transfer of shares will be registered. In order to qualify for the final dividend, all duly 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, Wan Chai, Hong Kong for registration, no later than 4:30 p.m. on Wednesday, 12 May 2021.

### PROPOSED RE-ELECTION OF RETIRING DIRECTORS

In accordance with Article 100 of the Articles of Association of the Company, at each AGM one half of the Directors for the time being (or, if their number is not a multiple of two, then the number nearest to but not greater than one half) shall retire from office. Dr. LEE Nai Shee, Harry, S.B.S., J.P., Dr. LEE Delman, Mr. YING Tze Man, Kenneth, Ms. CHAN Chi Yan, Mr. TSE Kam Keung and Mr. CHENG Chun Chung, Andrew will retire at the AGM. All retiring Directors, being eligible, will offer themselves for re-election at the AGM. It is proposed that Dr. LEE Nai Shee, Harry, S.B.S., J.P., Dr. LEE Delman, Mr. YING Tze Man, Kenneth, Ms. CHAN Chi Yan, Mr. TSE Kam Keung and Mr. CHENG Chun Chung, Andrew, be re-elected at the AGM.

Pursuant to the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**SEHK**”), the particulars of these retiring Directors to be re-elected are set out in Appendix I of this circular.

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## LETTER FROM THE BOARD

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### REMUNERATION OF DIRECTORS

Shareholders are invited to authorize the Board to review and determine the remuneration of the Directors at the AGM.

### RE-APPOINTMENT OF KPMG AS AUDITORS OF THE COMPANY AND THEIR REMUNERATION

In relation to resolution 5, KPMG, the auditors of the Company, have offered themselves for re-appointment for the year ending 31 December 2021. The Board supports the re-appointment. Shareholders should note that, in practice, the amount of auditors' remuneration for the year ending 31 December 2021 cannot be determined at the beginning of the financial year for the reason that auditors' remuneration for any given year varies by reference to, *inter alia*, the scope and extent of the audit work which is undertaken during that year. Shareholders will be asked to delegate the authority to the Directors to fix the auditors' remuneration for the year ending 31 December 2021 at the AGM.

### GENERAL MANDATE TO ISSUE SHARES

An ordinary resolution will be proposed at the AGM to seek Shareholders' approval to allot, issue and deal with new shares up to a limit of 20 percent of the total number of shares in the share capital of the Company in issue at the date of the passing such resolution (approximately equivalent to 158,926,744 shares). The total number of issued shares in the Company was 794,633,719 shares on 26 March 2021 (the "**Latest Practicable Date**" being the latest practicable date prior to the bulk printing of this circular for ascertaining certain information contained in this circular).

### PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

Reference is made to the announcement of the Company dated 23 March 2021 in relation to the proposed amendments to the existing Memorandum and Articles of Association.

In order to update the constitutional document of the Company, to bring it in line with changes to the legislations, rules and regulations, especially the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) and the Listing Rules, as well as to enhance administrative efficiency and for housekeeping purposes, the Board proposes to abolish the existing Memorandum of Association of the Company and to adopt a new set of Articles of Association of the Company to replace the existing Articles of Association of the Company.

In view of the substantial amount of amendments proposed to be made to the existing Memorandum and Articles of Association, the Board proposes that the new Articles of Association, as a new set of Articles of Association of the Company consolidating all proposed amendments, be adopted in substitution for and to the exclusion of the existing Memorandum and Articles of Association. The proposed amendments to the existing Memorandum and Articles of Association are subject to the approval of the Shareholders

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by way of a special resolution at the AGM. The new Articles of Association will become the single constitutional document of the Company with effect from the date of passing the relevant special resolution at the AGM.

A copy of the new Articles of Association (marked-up against the existing Memorandum and Articles of Association) is set out in the Appendix II to this circular. The Chinese translation of the new Articles of Association set out in the Chinese version of this circular is for reference only. In case there is any discrepancy or inconsistency between the English and Chinese versions, the English version shall prevail.

A copy of the new Articles of Association will also be available for inspection at the registered office of the Company at 11/F & 12/F, Tower B, Regent Centre, 63 Wo Yi Hop Road, Kwai Chung, Hong Kong during normal business hours from 9:00 a.m. to 6:00 p.m. on any day from Monday to Friday (excluding Public Holidays) from the date of this circular up to and including 7 May 2021 (the date of AGM).

The legal advisers to the Company have confirmed that the proposed amendments conform with the applicable requirements of the Listing Rules and the laws of Hong Kong. The Company has confirmed that there is nothing unusual about the proposed amendments for a company listed in Hong Kong.

### ANNUAL GENERAL MEETING

The resolutions to be proposed at the AGM are set out in full in the Notice of Annual General Meeting.

After the conclusion of the AGM, the poll results will be published on the respective websites of HKEXnews of the Hong Kong Exchange and Clearing Limited at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company at [www.tradelink.com.hk](http://www.tradelink.com.hk). The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded or required.

### RECOMMENDATION

The Directors (including Independent Non-executive Directors) are of the opinion that all the proposed resolutions are in the interests of the Company and the Shareholders as a whole and so recommend the Shareholders to vote in favour of all the resolutions to be proposed at the AGM.

Yours faithfully,  
On behalf of the Board  
**Dr. LEE Nai Shee, Harry, S.B.S., J.P.**  
*Chairman*

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## APPENDIX I

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*The details (as required by the Listing Rules) of the persons who are eligible and offer themselves for re-election as Directors of the Company are as follows:*

### **NON-EXECUTIVE DIRECTORS (“NED”)**

#### **Dr. LEE Nai Shee, Harry, S.B.S., J.P.**

**Dr. LEE Nai Shee, Harry, S.B.S., J.P.**, aged 78, was appointed a Director on 19 September, 2000. He is also our Chairman. He holds a Bachelor’s degree in Electrical Engineering from the Imperial College, London, the United Kingdom and a Doctorate from Brown University, the United States. Dr. LEE was appointed the Chairman of TAL Group in 2012, which currently employs about 20,000 employees. He joined Textile Alliance Limited in Hong Kong in 1973 and in 1983, was appointed Managing Director (title changed to Chief Executive since 2010) of TAL Apparel Limited. He was a Director of The Link Management Limited (now known as “Link Asset Management Limited”) and of Phillips-Van Heusen Corporation. He has over 40 years’ experience in the textile and garment industry. Dr. LEE is actively involved in a number of trade organizations and public services in Hong Kong. He is the Honorary Chairman of Textile Council of Hong Kong Limited and the Hong Kong Garment Manufacturer’s Association. In addition, he is currently holding the position of the Advisor, Chairman Emeritus of the Hong Kong Research Institute of Textiles & Apparel Ltd (HKRITA) and the Chairman of the Committee of Overseers of Lee Woo Sing College of the Chinese University of Hong Kong. Dr. LEE was awarded the Honorary Fellowship of the Textile Institute in 2019 in Manchester, United Kingdom. He was named in the Queen’s birthday honours list as an Officer of the British Empire (“**OBE**”) in 1996. He was appointed a Justice of Peace (“**J.P.**”) in 1997 and was awarded the Silver Bauhinia Star (“**S.B.S.**”) at the Fourth Anniversary of the Establishment of the HKSAR in 2001.

The Company entered into a service contract with Dr. LEE for a period of three years commencing from 11 May 2017 and expired on the conclusion of the AGM held on 8 May 2020. The service contract can be terminated by the Company or Dr. LEE by giving one month’s notice in writing or payment in lieu of notice. Upon its expiry, the contract was extended for a period of not more than 3 years with other terms remains unchanged and expiring on the conclusion of the AGM to be held in 2023. Dr. LEE is subject to rotational retirement and re-election requirement at annual general meetings pursuant to Article 100 of the Articles of Association of the Company and the Listing Rules or at such time as may be required by resolution of the Board of the Company. As a NED of the Company, Dr. LEE received an emolument of HK\$140,000 in aggregate for serving on the Board, Nomination Committee and Remuneration Committee for the year ended 31 December 2020 which was determined by the Board with reference to his duties, responsibilities and prevailing market conditions. Dr. LEE Delman of the Board is a nephew of Dr. LEE. Save as disclosed above, Dr. LEE does not have any relationship with any Director, senior management or substantial or controlling shareholder(s) of the Company.

As at the Latest Practicable Date, Dr. LEE had personal interests in share options to subscribe for 1,000,000 shares of the Company and deemed interests in 101,125,000 shares of the Company through his indirect shareholding in TAL Apparel Limited and 95,673,000 shares in the Company through his direct shareholding in Eastex (HK) Limited respectively.

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Such interests are required to be notified to SEHK pursuant to Part XV of the Securities and Futures Ordinance (Cap. 571) (the “SFO”). Other than these shares and share options, Dr. LEE does not have any other interest within the meaning of Part XV of the SFO.

Save as disclosed above, (i) Dr. LEE has not previously held and is not currently holding any other position with the Company or subsidiaries of the Company; (ii) Dr. LEE has not held any directorship in any other listed public companies in Hong Kong or overseas during the past three years preceding the Latest Practicable Date. Dr. LEE has confirmed that there are no other matters that need to be brought to the attention of Shareholders in connection with his re-election and there is no information that should be disclosed pursuant to rule 13.51(2)(h) to (v) of the Listing Rules.

### **Dr. LEE Delman**

**Dr. LEE Delman**, aged 53, was appointed a Director of the Company on 29 October 2012. Dr. LEE Delman holds a doctorate from the University of Oxford and a Bachelor’s degree in Electrical & Electronics Engineering from the Imperial College, London. He is the Vice Chairman for TAL Apparel Limited (“TAL”). He is responsible for driving TAL’s long-term strategy in operations, technology and value-added services to customers. He looks after information technology and supply chain projects — from IT infrastructure to logistics management throughout the entire organization. He is the architect behind TAL’s current enterprise resource planning (ERP) system. He is also responsible for global operations initiatives such as standardization of work methods, cultivation of a continuous improvement organization and corporate social responsibility.

Dr. LEE Delman joined TAL in 2000. He was appointed a member of the TAL Group’s Executive Committee in 2006 and became President and Chief Technology Officer in 2010. He currently holds the position of Vice Chairman. He has a strong background in research. Prior to joining TAL, he was a researcher at UK based Sharp Laboratories of Europe for three years. There, he was responsible for the commercial application of modern computer vision techniques to stereo photography and stereoscopic displays. He has worked as a research fellow at University of Pennsylvania in the US and University of Leeds in the UK in various aspects of imaging.

Dr. LEE Delman has been appointed as an independent non-executive director and a member of the Risk Committee commencing from 21 March 2017, a member of the Nomination Committee and member of the Audit Committee commencing from 1 December 2017, the Chairman of the Environmental, Social, and Governance Committee from 26 November 2020 of The Bank of East Asia, Limited (listed on main board of SEHK). He joined the board of Dairy Farm International Holdings Ltd (a standard listing on the London Stock Exchange as its primary listing, with secondary listings in Bermuda and Singapore) on 9 May 2018.

The Company entered into a service contract with Dr. LEE Delman for a period of three years commencing from 11 May 2017 and expired on the conclusion of the AGM held on 8 May 2020. The service contract can be terminated by the Company or Dr. LEE Delman by giving one month’s notice in writing or payment in lieu of notice. Upon its expiry, the contract was extended for a period of not more than 3 years with other terms remains unchanged and expiring on the conclusion of the AGM to be held in 2023. Dr. LEE

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Delman is subject to rotational retirement and re-election requirement at annual general meetings pursuant to Article 100 of the Articles of Association of the Company and the Listing Rules or at such time as may be required by resolution of the Board of the Company. As a NED of the Company, Dr. LEE Delman received an emolument of HK\$100,000 in aggregate for serving on the Board for the year ended 31 December 2020 which was determined by the Board with reference to his duties, responsibilities and prevailing market conditions. Dr. LEE Delman is a nephew of Dr. LEE Nai Shee, Harry, S.B.S., J.P. of the Board. Save as disclosed above, Dr. LEE Delman does not have any relationship with any Director, senior management or substantial or controlling shareholder(s) of the Company.

As at the Latest Practicable Date, Dr. LEE Delman had personal interests in share options to subscribe for 300,000 shares of the Company and deemed interests in 101,125,000 shares<sup>Note 1</sup> of the Company through his indirect shareholding in TAL Apparel Limited. Such interests are required to be notified to SEHK pursuant to Part XV of the SFO. Other than these shares and share options, Dr. LEE Delman does not have any other interest within the meaning of Part XV of the SFO.

Save as disclosed above, (i) Dr. LEE Delman has not previously held and is not currently holding any other position with the Company or subsidiaries of the Company; (ii) Dr. LEE Delman did not hold any directorship in any other listed public companies in Hong Kong or overseas during the past three years preceding the Latest Practicable Date. Dr. LEE Delman has confirmed that there are no other matters that need to be brought to the attention of Shareholders in connection with his re-election and there is no information that should be disclosed pursuant to rule 13.51(2)(h) to (v) of the Listing Rules.

*Note 1:*

The deemed interests in 101,125,000 shares of the Company held by Dr. LEE Nai Shee, Harry, S.B.S., J.P. and Dr. LEE Delman were the same shares held by TAL Apparel Limited.

### **Mr. YING Tze Man, Kenneth**

**Mr. YING Tze Man, Kenneth**, aged 65, was appointed a Director on 26 June 2012. He was a Director of the Company during the period from 16 September 1996 to 9 May 2008. Mr. YING retired from COSCO-HIT Terminals (Hong Kong) Limited (“**CHT**”) as the Managing Director, Asia Container Terminals Limited as the Executive Director and the Hutchison Port Holdings Trust (a trust listed on the Singapore Exchange) as an EXCO member on 30 April 2016. Mr. YING has over 31 years’ experience in the finance and logistic sector. Prior to joining CHT, he had held various executive positions at Hutchison Port Holdings Limited (“**HPH**”). He was the Executive Director of Hongkong International Terminals Limited and the Finance Director of South China Division of HPH. He is a member of the Hong Kong Institute of Certified Public Accountants and also a fellow member of the Chartered Association of Certified Accountants in the United Kingdom. He was a member of the Port Development Advisory Group of the HKSAR.

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The Company entered into a service contract with Mr. YING for a period of three years commencing from 11 May 2017 and expired on the conclusion of the AGM held on 8 May 2020. The service contract can be terminated by the Company or Mr. YING by giving one month's notice in writing or payment in lieu of notice. Upon its expiry, the contract was extended for a period of not more than 3 years with other terms remains unchanged and expiring on the conclusion of the AGM to be held in 2023. Mr. YING is subject to rotational retirement and re-election requirement at annual general meetings pursuant to Article 100 of the Articles of Association of the Company and the Listing Rules or at such time as may be required by resolution of the Board of the Company. As a NED of the Company, Mr. YING received an emolument of HK\$130,000 in aggregate for serving on the Board and Investment Committee for the year ended 31 December 2020 which was determined by the Board with reference to his duties, responsibilities and prevailing market conditions. Mr. YING does not have any relationship with any Director, senior management or substantial or controlling shareholder(s) of the Company.

As at the Latest Practicable Date, Mr. YING had personal interests in share options to subscribe for 300,000 shares of the Company. Such interests are required to be notified to SEHK pursuant to Part XV of the SFO. Other than these share options, Mr. YING does not have any other interest within the meaning of Part XV of the SFO.

Save as disclosed above, (i) Mr. YING has not previously held and is not currently holding any other position with the Company or subsidiaries of the Company; (ii) Mr. YING did not hold any directorship in any other listed public companies in Hong Kong or overseas during the past three years preceding the Latest Practicable Date. Mr. YING has confirmed that there are no other matters that need to be brought to the attention of Shareholders in connection with his re-election and there is no information that should be disclosed pursuant to rule 13.51(2)(h) to (v) of the Listing Rules.

### **INDEPENDENT NON-EXECUTIVE DIRECTORS (“INED”)**

#### **Ms. CHAN Chi Yan**

**Ms. CHAN Chi Yan**, aged 59, was appointed a Director of the Company on 9 February 2015. She has over 30 years of experience in financial management and planning. Ms. CHAN joined The Dairy Farm Company, Limited on 16 April 2016 as North Asia Food Finance Director and left her job as Project Lead — China Expansion (Convenience) on 17 October 2018. The Dairy Farm Company, Limited is a member of Dairy Farm International Holdings Limited which has a standard listing on the London Stock Exchange as its primary listing, with secondary listings in Bermuda and Singapore. Before joining the Dairy Farm Group, Ms. CHAN was CFO, China Beverage and Senior Region Financial Planning & Analysis Director, China Region of PepsiCo Inc. in Shanghai. During her employment with PepsiCo Inc., she had also worked in Guangzhou, Shenzhen and Hong Kong. PepsiCo Inc. is listed on The New York Stock Exchange. Prior to joining PepsiCo Inc., Ms. CHAN had worked in Hong Kong for ExxonMobil Chemical and Nestlé S.A. (listed on SIX Swiss Exchange). Ms. CHAN graduated from University of Western Ontario, Canada in 1983 with a Bachelor of Arts degree in Economic and Administrative & Financial Studies and obtained a Master of Business Administration in Marketing from the Chinese University of Hong Kong in 1985.

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The Company entered into a service contract with Ms. CHAN for a period of three years commencing from 11 May 2017 and expired on the conclusion of the AGM held on 8 May 2020. The service contract can be terminated by the Company or Ms. CHAN by giving one month's notice in writing or payment in lieu of notice. Upon its expiry, the contract was extended for a period of not more than 3 years with other terms remains unchanged and expiring on the conclusion of the AGM to be held in 2023. Ms. CHAN is subject to rotational retirement and re-election requirement at annual general meetings pursuant to Article 100 of the Articles of Association of the Company and the Listing Rules or at such time as may be required by resolution of the Board of the Company. As an INED of the Company, Ms. CHAN received an emolument of HK\$340,000 in aggregate for serving on the Board, the Audit Committee, Corporate Governance Committee and Investment Committee for the year ended 31 December 2020 which was determined by the Board with reference to her duties, responsibilities and prevailing market conditions. In addition, Ms. CHAN received HK\$200,000 for other emoluments in connection with the management of the affairs of the Company for the year ended 31 December 2020. Ms. CHAN does not have any relationship with any Director, senior management or substantial or controlling shareholder(s) of the Company.

As at the Latest Practicable Date, Ms. CHAN does not hold any shares or share options of the Company and does not have any other interest within the meaning of Part XV of the SFO.

Save as disclosed above, (i) Ms. CHAN has not previously held and is not currently holding any other position with the Company or subsidiaries of the Company; (ii) Ms. CHAN did not hold any directorship in any other listed public companies in Hong Kong or overseas during the past three years preceding the Latest Practicable Date. Ms. CHAN has confirmed that there are no other matters that need to be brought to the attention of Shareholders in connection with her re-election and there is no information that should be disclosed pursuant to rule 13.51(2)(h) to (v) of the Listing Rules.

### **EXECUTIVE DIRECTOR (“ED”)**

#### **Mr. TSE Kam Keung**

**Mr. TSE Kam Keung**, aged 61, was first appointed as an Independent Non-Executive Director of the Company in March 2013 and subsequently took over the CEO position in July 2015.

Before joining the Company, Mr. TSE had worked mostly in the financial industry covering the Asia Pacific region. He began at State Street in 1993 to develop and lead its investment servicing business in the region and completed his career there as an advisor till early 2015. Before State Street, he had worked for Standard Chartered, Ogilvy & Mather, Baring Securities and the Hong Kong Government.

Mr. TSE has served on many committees and boards. He is currently on the Process Review Panel of the Financial Reporting Council and the Hang Seng Index Advisory Committee. He also serves on the following governing bodies — Pan Asian e-Commerce Alliance, New Life Psychiatric Rehabilitation Association, Global Legal Entity Identifier Foundation, and Lee Woo Sing College of the Chinese University of Hong Kong.

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Mr. TSE received the CW Chu Scholarship to study in the US and obtained his BA from Lawrence University. He got his MBA and MA (Buddhist Studies) from the Chinese University of Hong Kong and also got the Government's sponsorship to obtain his MPA from the University of Hong Kong.

There is an employment contract between Mr. TSE and the Company relating to his appointment as the CEO of the Company for a three-year term, effective 1 July 2015 until 30 June 2018, and is subject to a 3-month written notice for termination by either party thereto. The contract was extended upon its expiry on 30 June 2018 for a period not more than 3 years with other terms remain unchanged. As the CEO of the Company, Mr. TSE received an emolument of approximately HK\$8,773,000 for the year ended 31 December 2020 inclusive of salary, discretionary bonus, share-based payments and provident fund which is commensurate with prevailing market conditions. There is no service contract between the Company and Mr. TSE for his appointment as an ED of the Company and he does not receive any emoluments from the Company for serving as an ED of the Company. As a Director of the Company, he has no fixed term of service with the Company but will be subject to rotational retirement and re-election requirement at annual general meetings pursuant to Article 100 of the Articles of Association of the Company. Mr. TSE does not have any relationship with any Director, senior management or substantial or controlling shareholder(s) of the Company.

As at the Latest Practicable Date, Mr. TSE had 4,070,000 shares of the Company registered in his own name and personal interests in share options to subscribe for 11,100,000 shares of the Company. Such interests are required to be notified to SEHK pursuant to Part XV of the SFO. Other than these shares and share options, Mr. TSE does not have any other interest within the meaning of Part XV of the SFO.

Save as disclosed above, (i) Mr. TSE has not previously held and is not currently holding any other position with the Company or subsidiaries of the Company; (ii) Mr. TSE has not held any directorship in any other listed public companies in Hong Kong or overseas during the past three years preceding the Latest Practicable Date. Mr. TSE has confirmed that there are no other matters that need to be brought to the attention of Shareholders in connection with his re-election and there is no information that should be disclosed pursuant to rule 13.51(2)(h) to (v) of the Listing Rules.

### **Mr. CHENG Chun Chung, Andrew**

**Mr. CHENG Chun Chung, Andrew**, aged 51, was appointed a Director and acting DCEO of the Company on 15 November 2011. He was the DCEO of the Company and re-designated to be the Chief Technology Officer (“CTO”) of the Company on 1 January 2017. He is also a Director of the Company's various subsidiaries and associates. Mr. CHENG holds a Master of Commerce degree in Information Systems from the University of New South Wales, a Master of Engineering degree from the University of Sydney, a Bachelor of Engineering degree with Honours in Electrical Engineering from the University of Sydney and a Bachelor of Science degree from the University of Sydney. Mr. CHENG has over 25 years' experience in IT-related business, covering internet security, domestic and international supply chain, logistics and finance. He was a specialist in the consultancy on the setting up of a Public Key Infrastructure by the Hong Kong Government and is

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currently a member of the Advisory Committee on the Code of Practice for Recognized Certification Authorities of the Government of the Hong Kong Special Administrative Region and a member of the Expert Review Panel of Hong Kong R&D Centre for Logistics and Supply Chain Management Enabling Technologies.

There is an employment contract of 30 August 2004 signed between the Company and Mr. CHENG, under which he was appointed acting DCEO of the Company on 15 November 2011, and on 26 June 2012, he was promoted to DCEO of the Company. In line with the business developments of the Company, he was re-designated as the CTO of the Company on 1 January 2017. The employment contract can be terminated by the Company or Mr. CHENG by giving a one month's notice or payment in lieu of notice. As the Company's CTO, Mr. CHENG received an emolument of approximately HK\$3,601,000 for the year ended 31 December 2020, inclusive of salary, discretionary bonus, share-based payments and provident fund benefits, which is commensurate with the prevailing market conditions. There is no service contract between the Company and Mr. CHENG in relation to his appointment as an ED of the Company and he does not receive any emoluments for serving as an ED of the Company. As a Director of the Company, he has no fixed term of service with the Company but will be subject to rotational retirement and re-election requirement at annual general meetings pursuant to Article 100 of the Articles of Association of the Company. Mr. CHENG does not have any relationship with any Director, senior management or substantial or controlling shareholder(s) of the Company.

As at the Latest Practicable Date, Mr. CHENG has 2,755,843 shares of the Company registered in his own name and personal interests in share options to subscribe for 6,500,000 shares of the Company. Such interests are required to be notified to the SEHK pursuant to Part XV of the SFO. Other than these shares and share options, Mr. CHENG does not have any other interest within the meaning of Part XV of SFO.

Save as disclosed above, (i) Mr. CHENG has not previously held and is not currently holding any other position with the Company or subsidiaries of the Company; (ii) Mr. CHENG has not held any directorship in any other listed public companies in Hong Kong or overseas during the past three years preceding the Latest Practicable Date. Mr. CHENG has confirmed that there are no other matters that need to be brought to the attention of Shareholders in connection with his re-election and there is no information that should be disclosed pursuant to rule 13.51(2)(h) to (v) of the Listing Rules.

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APPENDIX II

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Details of the proposed amendments to the existing Memorandum and Articles of Association are set out as follows:

Company Number: 228191

MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
*(as adopted by Special Resolution passed on 7 May 2021)*

of

Tradelink Electronic Commerce Limited  
貿易通電子貿易有限公司

\_\_\_\_\_

Incorporated the 23rd day of September 1988

\_\_\_\_\_

Hong Kong Special Administrative Region

\_\_\_\_\_

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## APPENDIX II

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Company No.228191

~~Tradelink Electronic Commerce Limited  
貿易通電子貿易有限公司  
("the Company")~~

### ~~SPECIAL RESOLUTION~~

~~This is to certify that the following special resolution has been passed by the shareholders of the Company at an Extraordinary General Meeting held in the Company's Boardroom, 11th and 12th Floor, Tower B, Regent Centre, 63 Wo Yi Hop Road, Kwai Chung, Hong Kong on Friday 14th October 2005:—~~

#### ~~Amendment of the articles of association of the Company~~

~~THAT the articles of association of the Company (the "Articles of Association") adopted by a resolution of the Shareholders at the last extraordinary general meeting of the Company held on 13th May 2005 be amended by deleting article 99(h)(viii) in its entirety, and the Articles of Association as amended be adopted with immediate effect.~~

~~Dated this 14th day of October 2005.~~

~~(Signed) LIU KIN MING  
Company Secretary~~

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## APPENDIX II

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Company Number: ~~0228191~~

~~WRITTEN RESOLUTION  
of~~

~~TRADELINK ELECTRONIC COMMERCE LIMITED~~

~~(the "Company")~~

~~(passed on 25 August 2005)~~

~~We, the undersigned, being all the members of the Company for the time being entitled to receive notice of, attend and vote at a general meeting, hereby unanimously pass the following resolution and agree that it shall for all purposes be as valid and effective as a special resolution as if it had been passed at a general meeting of the Company duly convened and held.~~

~~SPECIAL RESOLUTION~~

~~WHEREAS:~~

- ~~(A) the Company will sell 31,500,000 shares in its subsidiary, Digital Trade and Transportation Network Limited to the Financial Secretary Incorporated (the "FSI");~~
- ~~(B) the consideration for the transfer (HK\$31,500,000) will be left outstanding at the time of the transfer to the FSI, subject to the fulfilment of a condition subsequent for its payment; and~~
- ~~(C) until such time as the condition subsequent is fulfilled, the Company may be providing financial assistance within the meaning of sections 47A to 47C of the Companies Ordinance.~~

~~IT IS RESOLVED THAT the provision of such financial assistance be and is hereby approved.~~

~~(Sd.) For and on behalf of  
The Financial Secretary  
Incorporated~~

~~(Sd.) For and on behalf of  
The Hongkong and Shanghai  
Banking Corporation Limited~~

~~(Sd.) For and on behalf of  
PCCW HKT Limited~~

~~(Sd.) For and on behalf of  
China Resources (Holdings)  
Company Limited~~

~~(Sd.) For and on behalf of  
HACTL Investments Limited~~

~~(Sd.) For and on behalf of  
Modern Terminals Limited~~

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## APPENDIX II

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~~(Sd.) For and on behalf of  
Swire Pacific Limited~~

~~(Sd.) For and on behalf of  
TAL Apparel Limited~~

~~(Sd.) For and on behalf of  
HIT Enterprises Limited~~

~~(Sd.) For and on behalf of  
Hong Kong General Chamber  
of Commerce~~

~~(Sd.) For and on behalf of  
The Federation of Hong  
Kong Industries~~

~~(Sd.) For and on behalf of  
Standard Chartered Bank (Hong Kong)  
Limited~~

~~(Sd.) For and on behalf of  
Hong Kong Association of  
Freight Forwarding and  
Logistics Limited~~

~~Dated 25 August 2005~~

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## APPENDIX II

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Company No. 228191

~~TRADELINK ELECTRONIC COMMERCE LIMITED~~  
~~貿易通電子貿易有限公司~~

~~(the “Company”)~~

### ~~SPECIAL RESOLUTIONS~~

~~This is to certify that the following resolutions have been passed by the shareholders of the Company at an Extraordinary General meeting held at the Company’s Boardroom at Suite 89, 5th Floor, Hong Kong International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong on Friday, 13th May 2005:—~~

- ~~1. That, conditional upon the fulfilment of the following condition (“Condition”) on or before 28 February 2006 (or such later date as shareholders of the Company holding shares together representing no less than 75% of the issued share capital of the Company may agree in writing) (“Long Stop Date”):—~~

~~an ordinary resolution having been passed at a subsequent Extraordinary General Meeting to be convened (or otherwise pursuant to article 78 of the articles of association of the Company) approving the proposed initial issue and allotment by the Company of new shares in the capital of the Company for subscription by the public, professional, institutional and other investors (“IPO”);~~

~~the draft Articles of Association attached hereto be adopted by the Company to replace the entire existing Articles of Association of the Company immediately upon fulfilment of the Condition.~~

- ~~2. (a) With immediate effect, the Board of Directors of the Company be comprised of the following persons:—~~

~~Executive Director:—~~

- ~~● Mr. YUE Kwok Hung~~
- ~~● Ms. CHUNG Shun Kwan~~

~~Non Executive Directors:—~~

- ~~● Mr. LAU Kam Kuen David~~
- ~~● Mr. Alistair CURRIE~~
- ~~● Dr. LEE Harry Nai Shee~~
- ~~● Mr. LO Sze Wai~~
- ~~● Mr. NG Chik Sum Jackson~~
- ~~● Mr. YING Tze Man~~
- ~~● Dr. CHEUNG Yiu Sing~~
- ~~● Mr. Hubert CHAK~~
- ~~● Mr. JIANG Wei~~

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## APPENDIX II

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~~Independent Non-Executive Directors~~

- ~~● Dr. Eddy C FONG~~
- ~~● Mr. WONG Tin Yau, Kelvin~~
- ~~● Mr. HO Lap-kee, Sunny~~

~~and those people named above who are not yet Directors of the Company be hereby appointed as Directors of the Company with immediate effect.~~

- ~~(b) Mr KAN Kam Chan and Mr LEUNG Kwan Yuen to step down as Directors from the Tradelink Board with immediate effect and in the event that the Condition has not been fulfilled on or before the Long Stop Date, they, or a nominee each from HACTL Investments Limited and The Federation of Hong Kong Industries respectively be appointed as Directors of the Tradelink Board with effect from the Long Stop Date.~~
- ~~(c) In the event that the Condition has not been fulfilled on or before the Long Stop Date, Ms CHUNG Shun Kwan, Dr. Eddy C FONG, Mr. WONG Tin Yau, Kelvin and Mr. HO Lap-kee, Sunny to step down as Directors from the Tradelink Board with effect from the said date.~~
- ~~(d) With immediate effect, all arrangements with regard to having alternate directors be annulled.~~

~~Dated this 23rd day of May 2005.~~

~~(Signed) LIU KIN MING  
Company Secretary~~

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## APPENDIX II

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Company No. 228191

### ~~TRADELINK ELECTRONIC COMMERCE LIMITED~~

~~貿易通電子貿易有限公司~~

### ~~SPECIAL RESOLUTION~~

~~This is to certify that the following resolution has been unanimously passed by all the Shareholders of the Company at an Extraordinary General Meeting held at the Company's Boardroom at Suite 89, 5th Floor, Hong Kong International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong on Tuesday 25th November 2003:—~~

~~“With immediate effect, the Articles of Association of the Company be amended by inserting the following new articles as Article 58A:—~~

#### ~~‘Repurchase of Shares~~

~~58A. Subject to the provisions of the Companies Ordinance, the Company may purchase any of its own shares including redeemable shares.”~~

~~Dated this 25th November 2003.~~

~~(Signed) LIU KIN MING  
Company Secretary~~

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## APPENDIX II

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Company No. 228191

The Companies Ordinance

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Ordinary Resolutions of  
TRADELINK ELECTRONIC COMMERCE LIMITED

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Passed at an Extraordinary General Meeting of Shareholders  
held in the Company's Board Room at  
Suite 89, 5th Floor, Hong Kong International Trade & Exhibition Centre,  
1 Trademart Drive, Kowloon Bay, Kowloon  
on Wednesday 2 August 2000

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This is to certify that on a show of hands by all shareholders at the meeting, the following resolutions were unanimously adopted as ordinary resolutions:—

1. That the 2,200 ordinary shares of HK\$62,500.00 each in the capital of the Company be and is hereby subdivided into 1,375,000,000 ordinary shares of HK\$.010 each.
2. That the old share certificates with nominal value of HK\$62,500.00 be called back from the existing shareholders and cancelled and the new share certificates with nominal value of HK\$0.10 be issued to the existing shareholders instead.
3. That the authorized share capital of the Company be and it hereby increased from HK\$137,500,000.00 to HK\$250,000,000.00 by the creation of additional 1,125,000,000 shares of HK\$0.10 each, such new shares to rank *pari passu* in all respects with the existing shares of the Company.
4. That a general mandate, valid until the completion of the Company's IPO, empowering the Directors to allot, issue and dispose of all the unissued shares in share capital of the Company be and is hereby given to the Directors.
5. That the Tradelink Pre IPO Employee Share Option Scheme be and is hereby approved.

(Signed) LIU KIN MING  
Company Secretary

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## APPENDIX II

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Company No. 228191

The Companies Ordinance

---

Ordinary Resolutions of

~~TRADELINK ELECTRONIC COMMERCE LIMITED~~  
~~貿易通電子貿易有限公司~~

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~~Passed by Shareholders' Resolutions in Writing~~  
~~Pursuant to Article 78 of the Company's~~  
~~Articles of Association on 1st December, 1997~~

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### ~~ORDINARY RESOLUTIONS~~

~~RESOLVE that the following resolutions be passed as Ordinary Resolutions:—~~

- (a) ~~“THAT the authorised share capital of the Company be increased from HK\$125,000,000 to HK\$137,500,000 by the creation of 200 new ordinary shares of HK\$62,500 each to rank *pari passu* in all respects with the existing shares of the Company.”~~
- (b) ~~“THAT a general Mandate empowering the Directors to issue and dispose of all the unissued shares in the share capital of the Company be and is hereby unconditionally given to the Directors.”~~

~~For and on behalf of~~  
~~China Resources (Holdings) Company Limited~~  
~~(signed) Xin Wen Wang~~  
~~Authorised Signatory~~

~~For and on behalf of~~  
~~The Financial Secretary Incorporated~~  
~~(signed) Violet S. M. Ng~~  
~~Authorised Signatory~~

~~For and on behalf of~~  
~~HIT Holdings Limited~~  
~~(signed) Michael J. Booth~~  
~~Authorised Signatory~~

~~For and on behalf of~~  
~~HACTL Investments Limited~~  
~~(signed) Anthony C. Charter~~  
~~Authorised Signatory~~

~~For and on behalf of~~  
~~The Hong Kong General Chamber of Commerce~~  
~~(signed) Eden Y. T. Woon~~  
~~Authorised Signatory~~

~~For and on behalf of~~  
~~Hong Kong Telecommunications~~  
~~Limited~~  
~~(signed) Norman K. T. Yuen~~  
~~Authorised Signatory~~

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## APPENDIX II

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~~For and on behalf of  
Modem Terminals Limited  
(signed) W. Scott Pirie  
Authorised Signatory~~

~~For and on behalf of  
Standard Chartered Bank  
(signed) Gavin Laws  
Authorised Signatory~~

~~For and on behalf of  
Swire Pacific Limited  
(signed) B. J. Bell  
Authorised Signatory~~

~~For and on behalf of  
Hong Kong Association of Freight  
Forwarding Agents Limited  
(signed) Anthony S. W. Lau  
Authorised Signatory~~

~~For and on behalf of  
The Hongkong and Shanghai Banking  
Corporation Limited  
(signed) Christopher Hothersall  
Authorised Signatory~~

~~Dated: 11th December, 1997~~

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APPENDIX II

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Company No. 228191

The Companies Ordinance

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Special Resolutions of

~~TRADELINK ELECTRONIC DOCUMENT SERVICES LIMITED~~

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~~Passed at an Extraordinary General Meeting  
of Shareholders held in the Company's Board Room at Suite 89, 5th Floor,  
Hong Kong International Trade & Exhibition Centre, 1 Trademart Drive,  
Kowloon Bay, Kowloon on Tuesday, 2 September, 1997~~

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~~The Extraordinary General Meeting was called to consider and, if thought fit, pass the following resolution as a Special Resolution:—~~

~~“THAT, subject to approval of the Registrar of Companies, the name of the Company be changed to “Tradelink Electronic Commerce Limited  
貿易通電子貿易有限公司”~~

~~On a show of hands, the motion was carried unanimously.~~

~~(signed) Denise Yue  
Chairman~~

~~Dated: 5 September, 1997~~



No. 228191  
編號

**COMPANIES ORDINANCE**  
**(CHAPTER 32)**  
香港法例第 32 章  
公司條例  
**CERTIFICATE OF INCORPORATION**  
**ON CHANGE OF NAME**  
公司更改名稱  
註冊證書

\*\*\*

**I hereby certify that**  
本人謹此證明

TRADELINK ELECTRONIC DOCUMENT SERVICES  
LIMITED

**having by special resolution changed its name, is now incorporated under**  
經通過特別決議，已將其名稱更改，該公司的註冊名

**the name of**  
稱現為

TRADELINK ELECTRONIC COMMERCE LIMITED  
**貿易通電子貿易有限公司**

**Issued by the undersigned on** 19 September 1997.

本證書於一九九七年九月十九日簽發。

MISS H. CHANG

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

香港公司註冊處處長  
(公司註冊主任 張巧雯 代行)

No. **228191**  
編號



**CERTIFICATE OF INCORPORATION**  
公司註冊證書

I hereby certify that  
本人茲證明

TRADELINK ELECTRONIC DOCUMENT SERVICES LIMITED

is this day incorporated in Hong Kong under the Companies Ordinance, and  
於本日在香港依據公司條例註冊成爲  
that this company is limited.  
有限公司。

Given under my hand this Twenty-third day of September  
簽署於一九八八年九月二十三日。  
One Thousand Nine Hundred and Eighty-eight.

  
Mrs. S. LAM

p. Registrar General  
(Registrar of Companies)  
Hong Kong

香港註冊總署署長暨公司註冊官  
(註冊主任林黎小蘭 代行)

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## APPENDIX II

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### THE COMPANIES ORDINANCE (CHAPTER 32)

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#### Company Limited by Shares

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#### MEMORANDUM OF ASSOCIATION OF TRADELINK ELECTRONIC COMMERCE LIMITED 貿易通電子貿易有限公司

1. ~~The name of the Company is “Tradelink Electronic Commerce Limited 貿易通電子貿易有限公司”~~
2. ~~The Registered Office of the Company will be in Hong Kong.~~
3. ~~The objects for which the Company is established are:—~~
  - (1) ~~to develop, market, sell, support and operate applied teleprocessing and remote computer services and to transmit and enhance data by all or any of the simple transmission of a signal along a network, the translation of signals from one protocol language to another or one document format to another, the storage of signals for processing and retrieval by any number of recipients and the provision of customised inventory accounting and internal management and monitoring processing services whether in Hong Kong or in any part of the world;~~
  - (2) ~~to carry on in Hong Kong and elsewhere the trade or business of manufacturers of, and dealers in, computer and other data processing equipment of all kinds, together with computer programs, systems and other software, and any products or materials or articles used in connection therewith, and any other machines, apparatus, materials, articles or things of a character similar to or analogous to the foregoing, or any of them or connected therewith;~~
  - (3) ~~to provide services of all kinds connected with such equipment, software and services, including maintenance, repair, operating and programming services, education and training and to provide data processing services in Hong Kong or elsewhere by establishing and operating computing service bureaux;~~
  - (4) ~~to carry on research and development in connection with any of the above objects;~~
  - (5) ~~to buy, sell, hire, manufacture, exchange, let on hire, lease, import, export, use, operate, convert, alter and in any manner considered expedient to deal in all substances, materials, machinery, appliances, articles, equipment and software and things capable of being used or dealt in, in connection with any of the above trades, businesses, articles or things, or required by workmen and others~~

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## APPENDIX II

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- employed by the Company, and to carry on and conduct any business, transaction or operation commonly carried on or conducted in connection with any of the above trades or businesses;
- (6) ~~to acquire from any person, firm or body corporate or unincorporated, whether in Hong Kong or elsewhere, technical information, know how, processes, engineering and operation data, plan, layouts and blueprints useful for any of the businesses of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things;~~
  - (7) ~~to invent, develop, improve, acquire, use, operate, dispose of and otherwise deal in and turn to account any engineering process or idea or any equipment, machinery or plant in connection therewith;~~
  - (8) ~~to purchase or otherwise acquire and hold, in any manner and upon any terms, and to underwrite and deal in, shares, stocks, debentures, debenture stock, annuities, bonds, notes, mortgages, obligations and securities and foreign exchange, foreign currency deposits and commodities, and, from time to time, to vary any of the same and to exercise and enforce all rights and powers incidental to the Company's interest therein and to carry on business as an investment trust and to invest or deal with the moneys of the Company not immediately required for its operations in such manner as the Company may think fit;~~
  - (9) ~~to import, export, buy, sell (wholesale and retail), exchange, barter, let on hire, distribute and otherwise deal in and turn to account goods, materials, commodities, produce and merchandise generally in their prepared, manufactured, semi manufactured and raw state;~~
  - (10) ~~to carry on business as consulting engineers in all fields including without limitation civil, geotechnic, mechanical, chemical, marine, mining industrial, aeronautical, electronic and electrical engineering and to provide architectural, design and other consultancy services of all kinds in connection therewith;~~
  - (11) ~~to acquire, sell, own, lease, let out on hire, administer, manage, control, operate, construct, repair, alter, equip, furnish, fit out, decorate, improve and otherwise undertake and deal in engineering and construction works, buildings, projects, offices and structures of all kinds;~~
  - (12) ~~to advise on and to provide services in connection with the planning, construction, development, management, operation and finance of any building, construction, engineering or other business scheme or operation whatsoever;~~
  - (13) ~~to make, give, undertake, carry out and provide (either gratuitously or for reward) market surveys, technical information, cost investigations, management advice, organisation assistance and financial advice in connection with any applied teleprocessing and remote computer services scheme or operation;~~

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- (14) ~~to purchase or otherwise acquire and to hold, own, license, maintain, work, exploit, farm, cultivate, use, develop, improve, sell, let, surrender, exchange, hire, convey or otherwise deal in lands, mines, natural resources, and mineral, timber and water rights, wheresoever situate, and any interest, estate and rights in any real, personal or mixed property and any franchises, rights, licences or privileges, and to collect, manage, invest, reinvest, adjust, and in any manner to dispose of the income, profits, and interest arising therefrom;~~
- (15) ~~to improve, manage, develop, sell, let, exchange, invest, reinvest, settle, grant licences, easements, options, servitudes and other rights over, or otherwise deal with all or any part of the Company's property, undertaking and assets (present and future) including uncalled capital, and any of the Company's rights, interests and privileges;~~
- (16) ~~to purchase or otherwise acquire and undertake the whole or any part of the business, goodwill, assets and liabilities of any person, firm or company; to acquire an interest in, amalgamate with or enter into partnership with any person, firm or company; to promote, sponsor, establish, constitute, form, participate in, organise, manage, supervise and control any corporation, company, syndicate, fund, trust, business or institution;~~
- (17) ~~to apply for, register, purchase or otherwise acquire and protect, prolong, and renew, in any part of the world, any intellectual and industrial property and technology of whatsoever kind or nature and licences, protections and concessions therefor, and to use, turn to account, develop, manufacture, experiment upon, test, improve and license the same;~~
- (18) ~~to enter into, carry on and participate in financial transactions and operations of all kinds;~~
- (19) ~~to carry on business as insurance brokers and agents, and underwriting agents in all classes of insurance and as insurance advisers and consultants, pensions and investment advisers, consultant assessors, average adjusters and mortgage brokers; to carry on the business of an insurance and guarantee company in all its branches (excluding fire, life and marine insurance);~~
- (20) ~~to manufacture, construct, assemble, design, repair, refine, develop, alter, convert, refit, prepare, treat render marketable, process and otherwise produce materials, fuels, chemicals, substances and industrial, commercial and consumer products of all kinds;~~
- (21) ~~to carry on the business of advisers, consultants, researchers, analysts and brokers of whatsoever kind or nature in all branches of trade, commerce, industry and finance;~~
- (22) ~~to provide or procure the provision of every and any service or facility required by any person, firm or company;~~

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## APPENDIX II

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- ~~(23) to provide agency, corporate, office and business services to any person, firm or company, and to act as nominee, custodian and trustee of any kind and to undertake and execute any trust;~~
- ~~(24) to carry on all or any of the business of printers, publishers, designers, draughtsmen, journalists, press and literary agents, advertisers, advertising and marketing agents and contractors, personal and promotional representatives, artists, sculptors, decorators, illustrators, photographers, film maker, producers and distributors, publicity agents and display specialists;~~
- ~~(25) to carry on any other business or activity and do any act or thing which, in the opinion of the Company, is or may be capable of being conveniently carried on or done in connection with any of the above or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's property or assets or otherwise to advance the interests of the Company or its members;~~
- ~~(26) to enter into any commercial or other arrangements with any government, authority, corporation, company or person and to obtain or enter into any legislation, orders, charters, contracts, decrees, rights, privileges, licences, franchises, permits and concessions for any purpose and to carry out, exercise and comply with the same and to make, execute, enter into, commence, carry on, prosecute and defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company;~~
- ~~(27) to take out insurance in respect of any and all insurable risks which may affect the Company or any other company or person and to effect insurance (and to pay the premiums therefor) in respect of the life of any person and to effect re insurance and counter insurance, but no fire, life or marine insurance business may be undertaken;~~
- ~~(28) to lend and advance money and grant and provide credit and financial or other accommodation to any person, firm or company;~~
- ~~(29) to borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and if the Company thinks fit charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance;~~

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- ~~(30) to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights (present and future) and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by Section 2 of the Companies Ordinance (Cap.32)) of the Company or of the Company's holding company or is otherwise associated with the Company in its business, and to act as agents for the collection, receipt or payment of money, and to enter into any contract of indemnity or suretyship (but not in respect of fire, life and marine insurance business);~~
- ~~(31) to draw, make, accept, endorse, negotiate, discount, execute, issue, purchase or otherwise acquire, exchange, surrender, covert, make advances upon, hold, charge sell and otherwise deal in bills of exchange, cheques, promissory notes, and other negotiable instruments and bills of lading, warrants, and other instruments relating to goods;~~
- ~~(32) to give any remuneration or other compensation or reward (in cash or securities or in any other manner the Directors may think fit) to any person for services rendered or to be rendered in the conduct or course of the Company's business or in placing or procuring subscriptions of or otherwise assisting in the issue of any securities of the Company or any other company formed or promoted by the Company or in which the Company may be interested or in or about the formation or promotion of the Company or any other company as aforesaid;~~
- ~~(33) to grant or procure pensions, allowances, gratuities and other payments and benefits of whatsoever nature to or for any person and to make payments towards insurances or other arrangements likely to benefit any person or advance the interests of the Company or of its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or its members or for any national, charitable, benevolent, educational social, public, general or useful object;~~
- ~~(34) to pay all expenses preliminary or incidental to the formation and promotion of the Company or any other company and the conduct of the business of the Company or any other company;~~
- ~~(35) to procure the Company to be registered or recognised in any territory;~~
- ~~(36) to cease carrying on and wind up any business or activity of the Company, and to cancel any registration of and to wind up and procure the dissolution of the Company in any territory;~~

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- ~~(37) to distribute any part of the undertaking, property and assets of the Company among its creditors and Members in specie or in kind but so that no distribution amounting to a reduction of capital may be made without the sanction (if any) for the time being required by law;~~
- ~~(38) to appoint agents, experts and attorneys to do any and all of the above matters and things on behalf of the Company or any thing or matter for which the Company acts as agents or in any other way whatsoever interested or concerned in any part of the world;~~
- ~~(39) to do all and any of the above matters or things in any part of the world and either as principal, agent, contractor, trustee or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others, and generally upon such terms and in such manner and for such consideration and security (if any) as the Company shall think fit including the issue and allotment of securities of the Company in payment or part payment for any property acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose;~~
- ~~(40) to do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them;~~

~~and it is hereby declared that the word "company" in this Clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Hong Kong or elsewhere and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be independent main objects and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.~~

- ~~4. The liability of the members is limited.~~
- ~~5. The Capital of the Company is HK\$250,000,000 divided 2,500,000,000 shares of HK\$0.1 each and the Company shall have power to divide the original or any increased capital into several classes and to attach thereto any preferential, deferred, qualified, or other special rights, privileges, restrictions or conditions.~~

~~*(As amended by Ordinary Resolutions passed on 9.2.1989, 20.3.1990, 6.10.1992, 2.11.1993, 29.3.1994, 1.12.1999 and 2.8.2000 respectively and Special Resolution passed on 25.11.2003)*~~

## APPENDIX II

We, the several persons whose names and addresses are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:—

Number of Shares taken by each Subscriber	Number of Shares taken by each Subscriber
<p>for and on behalf of  <del>CHINA RESOURCES (HOLDINGS) COMPANY LIMITED</del>  <del>Tong Zhi Guang</del>  <del>Authorised Signatory</del>  <del>49/F China Resources Building</del>  <del>26 Harbour Road</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	Seven
<p>for and on behalf of  <del>HONG KONG AIR CARGO TERMINALS LIMITED</del>  <del>A. C. Charter</del>  <del>Authorised Signatory</del>  <del>29/F World Trade Centre</del>  <del>Causeway Bay</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	Seven
<p>for and on behalf of  <del>HONG KONG INTERNATIONAL TERMINALS LIMITED</del>  <del>M. J. Booth</del>  <del>Authorised Signatory</del>  <del>Berth 4 Kwaichung Container Terminal</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	Seven
<p>for and on behalf of  <del>HONG KONG TELECOMMUNICATIONS LIMITED</del>  <del>Fung Hak Ming</del>  <del>Authorised Signatory</del>  <del>New Mercury House</del>  <del>22 Fenwick Street</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	Seven

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<p><del>for and on behalf of</del>  <del>MAERSK LINE (HONG KONG) LIMITED</del>  <del>H. H. Zeuthen</del>  <del>Authorised Signatory</del>  <del>Sunning Plaza 19/F</del>  <del>10 Hysan Avenue</del>  <del>Causeway Bay</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	<p>Four</p>
<p><del>for and on behalf of</del>  <del>MODERN TERMINALS LIMITED</del>  <del>J. M. E. Leese</del>  <del>Authorised Signatory</del>  <del>Berth One</del>  <del>Kwai Chung</del>  <del>New Territories</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	<p>Seven</p>
<p><del>for and on behalf of</del>  <del>STANDARD CHARTERED BANK</del>  <del>R. C. Spyer</del>  <del>Authorised Signatory</del>  <del>Edinburgh Tower</del>  <del>The Landmark</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	<p>Seven</p>
<p><del>for and on behalf of</del>  <del>SWIRE PACIFIC LIMITED</del>  <del>P. D. A. Sutch</del>  <del>Authorised Signatory</del>  <del>Swire House</del>  <del>9 Connaught Road, Central</del>  <del>Hong Kong.</del>  <del>Body Corporate</del></p>	<p>Seven</p>

APPENDIX II

<del>for and on behalf of</del> <b>THE HONG KONG AND SHANGHAI BANKING CORPORATION</b> <del>T. W. O'Brien</del> <del>Authorised Signatory</del> <del>1 Queen's Road Central</del> <del>Hong Kong</del> <del>Body Corporate</del>	Seven
<del>Total number of Shares Taken</del>	<del>Sixty</del>

~~Dated this 16th day of September, 1988.~~

~~WITNESS to the signature of:~~

~~Tong Zhi Guang  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

~~WITNESS to the signature of:~~

~~A. C. Charter  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

~~WITNESS to the signature of:~~

~~M. J. Booth  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

~~WITNESS to the signature of:~~

~~Fung Hak Ming  
P.W. Branson  
General Manager  
Cable and Wireless (Hong Kong)  
Limited  
22 Fenwick Street~~

~~WITNESS to the signature of:~~

~~H. H. Zeuthen  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

~~WITNESS to the signature of:~~

~~J. M. E. Leese  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

~~WITNESS to the signature of:~~

~~R. C. Spyer  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

~~WITNESS to the signature of:~~

~~P. D. A. Sutch  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong~~

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## APPENDIX II

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~~WITNESS to the signature of:~~

~~T. W. O'Brien~~

~~R.G. Barber~~

~~Chartered Secretary~~

~~1 Queen's Road Central~~

~~Hong Kong~~

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## APPENDIX II

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### THE COMPANIES ORDINANCE (CHAPTER 32622)

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#### Public Company Limited by Shares

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#### ARTICLES OF ASSOCIATION

*(As adopted by Special Resolution passed on ~~14th October 2005~~ 7 May 2021)*

OF

#### TRADELINK ELECTRONIC COMMERCE LIMITED

貿易通電子貿易有限公司

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#### ~~TABLE A~~

#### PRELIMINARY

1. The regulations contained in ~~Table A in the First Schedule 1 (Model Articles for Public Companies Limited by Shares)~~ to the Companies ~~Ordinance~~(Model Articles) Notice (Cap. 622H) shall not apply to the Company.
2. The name of the Company is “Tradelinek Electronic Commerce Limited 貿易通電子貿易有限公司”.
3. The liability of the members is limited and limited to the extent of any amount unpaid on the shares held by the members.

#### INTERPRETATION

24. The terms defined below shall have the meanings ascribed to them, unless there be something in the subject or context inconsistent therewith:

“Annual Report” shall include a consolidated financial statements of the Company and its subsidiaries in respect of the reporting period prepared in accordance with the Companies Ordinance and the prevailing accounting standards as applicable to the Company, and an Auditors’ report on such accounts prepared pursuant to Article 146; profit and loss account for the period since the preceding account, together with a consolidated balance sheet as at the date to which the consolidated profit and loss account is made up and a Directors’ report with respect to the consolidated profit or loss of the Company for the period covered by the profit and loss account and the state of the Company’s affairs as at the end of such period, and an Auditors’ report on such accounts prepared pursuant to Article 152;

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

“associate” has the meaning ascribed to it in the Listing Rules;

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

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

“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 members or of the Board;

“close associate” has the meaning ascribed to it in the Listing Rules;

“the Company” or “this Company” shall mean the abovenamed Company;

“the Companies Ordinance” or “the Ordinance” shall mean the Companies Ordinance (Chapter ~~326~~622 of the laws of Hong Kong) and any amendments thereto or re-enactment thereof for the time being in force and includes every other ordinance incorporated therewith or substituted therefor and in the case of any such substitution the references in these Articles to the provisions of the Ordinance shall be read as references to the provisions substituted therefor in the new Ordinance;

“connected entity” shall have the same meaning as that for “an entity connected with a director or former director of a company” set out in Section 486(1) of the Companies Ordinance;

“Corporate Communication” shall mean any information issued or to be issued by the Company to its members for their information or action and shall have the meaning ascribed to it in the Listing Rules and shall include but not be limited to:

- (1) the Annual Report;
- (2) the interim report;
- (3) the summary financial report;
- (4) notice of meetings;
- (5) listing documents; and
- (6) any circulars or other documents required by the Listing Rules to be sent to Company’s members.

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“Directors” shall mean the directors for the time being 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;

“dollars” shall mean dollars in the lawful currency of Hong Kong;

“electronic communication” shall mean any Corporate Communication sent by electronic means;

“electronic means” shall mean the transmission of any Corporate Communication from the Company in any form through any medium (including but not limited to electronic mail or publication on the Company’s website, or publication on the Company’s computer network or publication on the website of ~~The~~ the Stock Exchange of Hong Kong Limited or the website of any stock exchange on which any securities of the ~~company~~ Company are listed and/or permitted to be dealt in);

“Electronic Signature” shall mean ~~an electronic symbol~~ any letters, characters, numbers or process other symbols in digital form attached to or logically associated with an electronic ~~communication~~ record, and executed or adopted ~~by a person with~~ for the ~~intent to sign~~ purpose of authenticating or approving the electronic ~~communication~~ record; record as set out in Section 20 of the Companies Ordinance or Section 2(1) of the Electronic Transactions Ordinance (Cap. 553);

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

“Listing Rules” shall mean the Rules Governing the Listing of Securities on ~~The~~ the Stock Exchange of Hong Kong Limited as amended from time to time;

“month” shall mean a calendar month;

“newspaper” shall mean a newspaper published daily and circulating generally in Hong Kong and specified in the list of newspapers issued and published in the Gazette for the ~~purposes~~ purpose of Section ~~71A~~ 203(2) of the Companies Ordinance by ~~the~~ The Chief Secretary for ~~administrative service and information~~ Administration;

“the register” shall mean the register of members and includes any branch register to be kept pursuant to the provisions of the Companies Ordinance;

“Remuneration Committee” shall mean the remuneration committee of the Company;

“seal” shall mean the common seal from time to time of the Company and includes, unless the context otherwise requires, any official seal that the Company may have as permitted by these Articles and the Ordinance;

~~“Remuneration Committee” means the remuneration committee of the Company;~~

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

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“share” shall mean share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied;

“shareholders” or “members” shall mean the duly registered holders from time to time of the shares in the capital of the Company;

“Stock Exchange” shall mean The Stock Exchange of Hong Kong Limited;

“summary financial report” shall have the meaning as set out in a financial report prepared under section 2(1)Section 439 of the Companies Ordinance;

“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 and, only where used in connection with a notice served by the Company by electronic means on members or other persons entitled to receive notices hereunder, shall also include a record maintained through an electronic medium which is accessible in visible form so as to be useable for subsequent reference;

words denoting the singular shall include the plural and words denoting the plural shall include the singular;

words importing any gender shall include every gender; and

words importing person shall include partnerships, firms, companies and corporations.

Subject as aforesaid, any words or expressions defined in the Ordinance (except any statutory modification thereof not in force when these Articles become binding on the Company) shall, if not inconsistent with the subject and/or context, bear the same meaning in these Articles, save that “company” shall where the context permits include any company incorporated in Hong Kong or elsewhere.

References to any Articles by number are to the particular Article of these Articles.

### SHARES AND INCREASE OF CAPITAL

- 3.5. (a) Without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued upon such terms and conditions and with such preferred, deferred, or other special rights or privileges, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Board may determine), and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed. Where preference shares shall be issued, adequate voting rights shall, in appropriate circumstances, be secured to preference shareholders. Where the capital of the Company includes shares which do not carry voting rights, the words “non-voting” must appear in the designation of such shares. Where the equity

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## APPENDIX II

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capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”.

- (b) The Board may issue warrants (other than share warrants to bearer) to subscribe for any class of shares or securities of the Company on such terms as it may from time to time determine. ~~Where share warrants are issued to bearer, no new warrant shall be issued to replace one that has lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed.~~

~~4.6.~~ If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of ~~three-fourths in nominal value~~ not less than shares representing at least 75 per cent. of the issued total voting rights of holders of the 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 the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be 2 persons at least holding or representing by proxy ~~or by authorised representative~~ one-third in nominal value of the issued total voting rights of holders of the shares of the class in question, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, that any holder of shares of the class present in person or by proxy ~~or by authorised representative~~ may demand a poll and that at any adjourned meeting of such holders one holder present in person or by proxy ~~or by authorised representative~~ (whatever the number of shares held by him) shall be a quorum.

~~5.7.~~ The Company may exercise any powers conferred or permitted by the Ordinance (including ~~without limitation the powers under section 49B and, if the Company is a listed company (as defined in the Ordinance), section 49BA of the Ordinance~~ Sections 238 to 241) or any other ordinance from time to time to ~~acquire~~ buy back its own shares or to give directly or indirectly, by means of a loan, guarantee, the provision of security or otherwise, financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company and should the Company ~~acquire~~ buy back its own shares neither the Company nor the Board shall be required to select the shares to be ~~acquired~~ bought back rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares provided always that ~~if the Company is a listed company (as defined in the Ordinance), any such acquisition~~ any such share buy-back or financial assistance shall only be made or given in accordance with any relevant rules or regulations issued by The the Stock Exchange of Hong Kong Limited or the Securities and Futures Commission from time to time. Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Company in general meeting, either generally or with regard to specific purchases. If purchases are by tender, tenders shall be available to all members alike.

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- ~~6.8.~~ The Company in general meeting may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts as the resolution shall prescribe.
- ~~7.~~ ~~Without prejudice to any special rights previously conferred on the holders of existing shares, any new shares shall be issued upon such terms and conditions and with such preferred, deferred, or other special rights or privileges, or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the Company in the general meeting resolving upon the creation thereof shall determine or, in the absence of any such determination, as the Board may determine.~~
- ~~8.9.~~ 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,~~ value to be determined to all the existing holders of any class of shares in proportions as nearly as may be to the number of shares of such class held by them respectively, or make any other provision as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the capital of the Company existing prior to the issue of the new shares.
- ~~9.10.~~ Except so far as otherwise provided by the conditions of issue, or these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.
- ~~10.11.~~ Subject to the provisions of the Companies Ordinance (and in particular ~~Section 57B~~ Sections 140 and 141 thereof) and of these Articles relating to new shares, ~~all unissued shares in the Company shall be at the disposal of the Board, which~~ 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 the Board shall in its absolute discretion think fit, ~~but so that no shares shall be issued at a discount, except in accordance with the provisions of the Companies Ordinance.~~
- ~~11.12.~~ The Company may at any time pay a commission not exceeding ten per cent. 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 if the commission shall be paid or payable out of capital the conditions and requirements of the Ordinance shall be observed and complied with, and the commission shall not exceed ten per cent., in each case, of the price at which the shares are issued.

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12. ~~If any shares in the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in the Ordinance, may charge the sum so paid by way of interest to capital as part of the cost of construction of the works or buildings, or the provision of plant.~~
13. Except as otherwise expressly provided by these Articles or as required by law or as ordered by a court of competent jurisdiction, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

### REGISTER OF MEMBERS AND SHARE CERTIFICATES

14. (a) The Board shall cause to be kept a register of members, and there shall be entered therein the particulars required under the Companies Ordinance.
- (b) Subject to the provisions of the Companies Ordinance, if the Board considers it necessary or appropriate, the Company may establish and maintain a branch register of members at such location outside Hong Kong as the Board thinks fit.
15. Every person whose name is entered as a member in the register shall be entitled without payment to receive within two months after allotment or within 10 business days after lodgement of a transfer (or within such other period as the conditions of issue shall provide) 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, upon payment, in the case of a transfer, of such amount prescribed by ~~The~~the ~~Stock Exchange of Hong Kong Limited~~ or such lesser sum as the Board shall from time to time determine for every share certificate after the first, 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 certificates to one of several joint holders shall be sufficient delivery to all such holders.
16. Every certificate for shares or 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 any official seal as permitted by Section ~~73A~~126 of the Ordinance.
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.

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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 notices and, subject to the provisions of these Articles, all or other matters connected with the Company, except the transfer of the share.
19. If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding such maximum amount as shall for the time being be prescribed by ~~The~~ the Stock Exchange of Hong Kong Limited 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 defacement, 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. As regards the loss of share certificate(s), compliance shall be made in accordance with Sections 162 to 169 of the Ordinance with respect to replacement certificate(s).

### LIEN

20. The Company shall have a first and paramount lien 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; and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid up shares) standing registered in the name of a member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such member or his estate to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member 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 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 Article.
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 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 holder for the time being of the shares or the persons entitled by reason of his death or bankruptcy to the shares.

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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 exist, 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 giving effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser 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 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 members in respect of all money unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times. A call may be made payable either in one sum or by instalments. The Board may make arrangements on the issue of shares for a difference between the shareholders in the amount of calls to be paid and in the times of payment. The provisions of these Articles with respect to calls may in any share incentive scheme for employees approved by the Company be varied with respect to any shares issued pursuant to such scheme.
24. Fourteen 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 Article 24 shall be sent to members in the manner in which notices may be sent to members by the Company as herein provided.
26. Every member upon whom a call in 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.
27. Notice of the person appointed to receive payment of every call and of the times and places appointed for payment may be given to the members by notice to be inserted once in The Hongkong Government Gazette and once at least in both an English language newspaper in English and a Chinese Language newspaper in Chinese and/or, subject to the Listing Rules, in the manner in which notices may be served by the Company as herein provided.
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 for the payment of all calls and instalments due in respect of such share or other moneys due in respect thereof.

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30. The Board may from time to time and at its absolute discretion extend the time fixed for any call, and may similarly extend such time as to all or any of the members, from whom residence outside Hong Kong or other cause the Board may deem entitled to any such extension, but no member 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 instalment 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 for 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 of the time of the actual payment, but the Board may in its absolute discretion waive payment of such interest wholly or in part.
32. No member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another member) at any general meeting either personally or by proxy, to be reckoned in a quorum, or to exercise any other privilege as a member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.
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 member sued is entered in the register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
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 normal value of the share and/or by way of premium,~~ shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture and the like, shall apply as if such sums had become payable by virtue of a call duly made and notified.
35. The Board may, if it thinks fit, receive from any member willing to advance the same, and either in money or money's worth, all or any part of the money uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the 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 provided that not until a call is made any payment in advance of a call shall not entitle the member to receive any dividend or to exercise any other rights or privileges as a member in respect of the shares or the due portion of the shares upon which payment has been advanced by such member before it is called up. The Board may at any time repay the amount so advanced upon giving to such member not less than one month's notice in writing of their intention in that behalf, unless before the expiration of such notice the amount so advanced shall have called up on the shares in respect of which it was advanced.

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### TRANSFER OF SHARES

36. Fully paid shares shall be freely transferable in accordance with Articles 36 to 43. All transfers of shares may be effected by transfer in writing in the usual common form or in such other form as the Board may accept. All instruments of transfer must be left at the registered office or at such other place as the Board may appoint.
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, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.
38. The Board may, in its ~~absolute~~ discretion, ~~and without assigning any reason,~~ refuse to register a transfer of any share ~~(which is not being a fully paid up share) to a person for whom it does not approve~~ or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also refuse to register any transfer of any share to more than four joint holders or any transfer of any share (not being a fully paid up share) on which the Company has a lien.
39. The Board may also decline to recognise any instrument of transfer unless:
- (a) a fee of such amount as shall for the time being be prescribed by ~~The~~the Stock Exchange of ~~Hong Kong Limited~~ or such lesser sum as the Board shall from time to time require is paid to the Company for registering any transfer or other document relating to or affecting the title to the shares involved or for otherwise making an entry in the register relating to such shares;
  - (b) the instrument of transfer is 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;
  - (c) the instrument of transfer is in respect of only one class of shares;
  - (d) the shares concerned are free of any lien in favour of the Company; and
  - (e) the instrument of transfer is properly stamped.
40. No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.
41. 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 notice of such refusal, as required by Section ~~69~~151 of the Ordinance. Upon request by the transferor or transferee, the Board must, within twenty-eight days after receiving such request, send to the transferor or transferee (as the case may be) a statement of the reasons for refusal.

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42. Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the shares transferred to him, 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. The Company shall also retain the instrument of transfer.
43. The registration of transfers may be suspended and the register closed 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, provided always that such registration shall not be suspended or the register closed for more than thirty days in any year or, with the approval of the Company in general meeting, sixty days in any year.

### TRANSMISSION OF SHARES

44. In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.
45. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence as to his title being produced as may from time to time be required by the Board, and subject as hereinafter provided elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.
46. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. 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 or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member.
47. A person becoming entitled to a share by reason of the death or bankruptcy 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 they think fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article ~~79~~75 being met, such a person may vote at meetings.

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### FORFEITURE OF SHARES

48. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, without prejudice to the provisions of Article 32 hereof, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and which may still accrue up to the date of actual payment.
49. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
50. 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 Board may accept the surrender of any shares liable to be forfeited hereunder and in such cases reference in these Articles to forfeiture shall include surrender.
51. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a sale or disposal the forfeiture may be cancelled on such terms as the Board thinks fit.
52. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, 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 shares, together with (if the Board shall in its discretion so require) interest thereon from the date of forfeiture until payment at such rate not exceeding 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 Article any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, ~~whether on account of the nominal value of the share or by way of premium~~, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.
53. A statutory declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the

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consideration, if any, given for the share on any sales or disposal 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, sales or disposal of the share.

54. When any share shall have been forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.
55. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, cancelled, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they think fit.
56. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.
57. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, ~~whether on account of the nominal value of the share or by way of premium~~, as if the same had been payable by virtue of a call duly made and notified.

### STOCK

- ~~58. 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.~~
- ~~59. 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 thereof as circumstances admit, but the Board may from time to time, if it thinks fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fraction 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.~~
- ~~60. 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 meeting, and other matters, as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, of existing in shares, have conferred such right, privilege or advantage.~~

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~~61. All such of the provisions of these presents as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".~~

### ALTERATION OF CAPITAL

~~62-58.~~ (a) The Company may from time to time by ordinary resolution:

- (i) ~~consolidate and divide all or any of its share capital into shares of a larger or smaller amount~~ number of shares than its existing shares; 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 each consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Board for that purpose and the person so appointed may transfer the shares so sold to the purchaser thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateable in accordance with their rights and interests or may be paid to the Company for the Company's benefit;
- (ii) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled; ~~and~~
- (iii) ~~sub-divide its shares or any of them into a larger number of shares of smaller amount than is fixed by the Memorandum of Association~~ its existing number, subject nevertheless to the provisions of the Ordinance, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such-division, one or more of the shares may have any such preferred or other special right 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;~~ and
- (iv) generally alter its share capital in any one or more of the ways permitted under the Ordinance.

(b) The Company may by special resolution reduce its share capital, ~~any capital redemption reserve fund or any share premium account~~ in any manner authorised and subject to any conditions prescribed by law.

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### GENERAL MEETINGS

- ~~63.59.~~ 63.59. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; and not more than fifteen months (or such shorter period as prescribed by legislation) 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 at such time and place(s) as the Board shall appoint.
- ~~64.60.~~ 64.60. All general meeting other than annual general meetings shall be called extraordinary general meetings.
- ~~65.61.~~ 65.61. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on requisition of members of the Company holding at the date of the deposit of the requisition not less than one-twentieth (5 per cent.) of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, as provided by ~~section 113~~Section 566 of the Companies Ordinance. If the Directors fail to convene an extraordinary general meeting notwithstanding the requisition of members of the Company in the manner aforesaid, such meeting may be convened by the requisitionists in the manner provided for in ~~section 113~~Section 568 of the Companies Ordinance.
- ~~66.62.~~ 66.62. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. 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, the day ~~and~~, the hour of meeting and, ~~in case of special business,~~ the general nature of ~~that~~ the business to be dealt with, 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 Articles, entitled to receive such notices from the Company.
- ~~67.63.~~ 67.63. (a) The accidental omission to give any such notice to, or the non-receipt of any such notice by, any person entitled to receive such notice shall not invalidate any resolution passed or any proceeding at any such meeting.
- (b) In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to any person entitled to receive notice shall not invalidate any resolution passed or any proceeding at any such meeting.

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### PROCEEDINGS AT GENERAL MEETINGS

- ~~68.~~ All business shall be deemed special that is transacted at any extraordinary 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 Annual Report and other documents required to be annexed to the Annual Report, the election of Directors and appointment of Auditors and other officers in the place of those retiring, the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors.
- ~~69.~~64. For all purposes the quorum for a general meeting shall be two members present in person and holding either in his own right or by proxy at least one-tenth of the total voting rights of the Company. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business.
- ~~70.~~65. If within fifteen minutes (or such longer period not exceeding one hour as the chairman of the meeting shall determine) from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Board, and if at such adjourned meeting a quorum is not present within fifteen minutes (or such longer period not exceeding one hour as the chairman of the meeting shall determine) from the time appointed for holding the meeting, the member or members present in person shall be a quorum and may transact the business for which the meeting was called.
- ~~71.~~66. The Chairman of the Board shall take the chair at every general meeting, or if at any general meeting such Chairman shall not be present which fifteen minutes after the time appointed for holding such meeting or is unwilling to act or is absent from Hong Kong or has given notice to the Company of his intention not to attend the meeting, a Deputy Chairman of the Board shall take the chair at such general meeting, or if there be no such Chairman or Deputy Chairman present at the meeting, any Director present shall take the chair at the relevant general meeting, and if no Director be present within fifteen minutes after the time appointed for holding the meeting, or if all Directors present decline to take the chair, then the members present and entitled to vote shall choose one of their own number to be Chairman of that meeting.
- ~~72.~~67. 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 the 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' 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 member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

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68. The Board may, at its absolute discretion, arrange for members to attend a general meeting by simultaneous attendance and participation at meeting place(s) using technology at such place or places in any part of the world as the Board may, at its absolute discretion, designate. The members present in person or by proxy at the meeting place(s) shall be counted in the quorum for, and entitled to vote at, the subject general meeting, and that meeting shall be duly constituted and its proceedings valid provided that the Chairman of the meeting is satisfied that adequate facilities are available to ensure that members attending at all the meeting places are able to:

- (a) participate in the business for which the meeting has been convened;
- (b) hear and see all persons present who speak at the principal place of the meeting and at any other meeting place(s) held by technology; and
- (c) be heard and seen by all other persons so present in the same day.

~~73.~~<sup>69.</sup> At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless voting by poll is required by the Companies Ordinance or the Listing Rules or a poll is demanded (before or on the declaration of the result of the show of hands) ~~demanded:—~~—

- (a) by the Chairman; or
- (b) by at least three members present in person or by proxy for the time being entitled to vote at the meeting; or
- (c) by any member or members present in person or by proxy and representing not less than ~~one-tenth~~ one-twentieth (5 per cent.) of the total voting rights of all members having the right to vote at the meeting; or
- (d) by any member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than ~~one-tenth~~ one-twentieth (5 per cent.) of the total sum paid up on all the shares conferring that right.

Unless a poll be so 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 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. The demand for a poll may be withdrawn.

~~74.~~<sup>70.</sup> If a poll is demanded as aforesaid, it shall (subject as provided in Article ~~75~~71) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn, with the consent of the Chairman, at any time before the close of the meeting or the taking of the poll, whichever is the earlier.

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- ~~75~~71. Any poll duly demanded on the election of a chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.
- ~~76~~72. 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.
- ~~77~~73. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

### VOTES OF MEMBERS

- ~~78~~74. (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 member who (being an individual) is present in person or (being a corporation) is present by a representative duly authorised under Section ~~445~~606 of the Ordinance, shall have one vote, and on a poll every member present in person or by proxy or by duly authorised representative shall have one vote for every fully paid share of which he is the holder and have for every partly paid share of which he is the holder the fraction of one vote equal to the proportion which the ~~nominal~~ amount due and paid up thereon bears to the ~~nominal value~~ subscription price of the share, but no amount paid or credited as paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. On a poll a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- (b) A member of the Company, being a recognised clearing house within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (“the clearing house”) may authorise such person or persons as it thinks fit to act as its representative or representatives at any meeting of the Company or at any meeting of any class of member of the Company provided that, if more than one person is so authorised, the authorisation must specify the number and class of shares in respect of which each such person is so authorised. A person so authorised will be entitled to exercise the same powers on behalf of the clearing house (or its nominee) which he represents as that clearing house (or its nominee) could exercise if it were an individual member of the Company.

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- ~~79~~75. Any person entitled under Article 45 to be registered as a shareholder may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares; provided that forty-eight hours at least 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 entitlement to such share, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
- ~~80~~76. 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 member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.
- ~~81~~77. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in cases of mental disorders, 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 bonis or other person may, on a poll, vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting, or adjourned meeting or poll, as the case may be.
- ~~82~~78. (a) Save as herein expressly provided, no person other than a member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares and is entitled to attend and vote shall be entitled to be present or to vote (save as proxy for another member) either personally or by proxy, or to be reckoned in a quorum (save as proxy for another member), 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, any 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.
- (c) Where any shareholder is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such shareholder in contravention of such requirement or restriction shall not be counted.
- ~~83~~79. Any member of the Company entitled to attend and vote at a meeting of the Company or a meeting of the holder 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 poll votes may be given either personally or by proxy. A proxy need not be a member of the

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Company. A member may appoint more than one proxy to attend on the same occasion. If a member appoints more than one proxy, the proxies so appointed are not entitled to vote on a show of hands.

~~84.80.~~ 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.

~~85.81.~~ 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 (i) deposited at the registered office of the Company or at such other place or (ii) received at the electronic address (as the case may be) as is specified in the notice of meeting or in the instrument of proxy issued by the Company not less than

(a) forty-eight hours before the time for holding the meeting or adjourned meeting, or poll (as

(b) ~~twenty-four hours before the case may be) at which time appointed for the person named taking of a poll in such instrument proposes to vote, the case of a poll taken more than forty-eight hours after it was demanded;~~

and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after 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 cases where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

~~86.82.~~ 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.

~~87.83.~~ 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 member for use by him for appointing a proxy to attend and vote at an extraordinary general meeting or at an annual general meeting at which any business is to be transacted shall be such as to enable the member, according to his intention, 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.

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~~88.~~84. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind 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, unsoundness of mind, revocation or transfer as aforesaid shall have been received by the Company at the registered office, or at such other place as is referred to in Article ~~85~~81 of these Articles, prior to two hours before the commencement of the meeting, adjourned meeting or poll, as the case may be, at which the proxy is used.

~~89.~~85. (a) Any corporation which is a member of the Company may by resolution of its directors ~~or other governing body~~ authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or of any class of members of the Company, and the persons so authorised shall be entitled to exercise the same powers on behalf of the corporation which they represent as that corporation could exercise if it were an individual member of the Company.

(b) ~~The Financial Secretary Incorporated, which is or may at any time and from time to time become a member of the Company, may pursuant to section 4 of the Financial Secretary Incorporation Ordinance (Cap 1015 of the Laws of Hong Kong), delegate to such person or persons as he thinks fit, all or any of the powers conferred on him by section 2 of the said Ordinance, including without limitation, all powers exercisable in connection with all businesses relating to any general meeting of the Company. The delegate(s) shall be entitled to exercise all such powers which have been delegated to him in the manner aforesaid as if he were the Financial Secretary Incorporated.~~

### REGISTERED OFFICE

~~90.~~86. The registered office of the Company shall be at such place in Hong Kong as the board shall from time to time appoint.

### BOARD OF DIRECTORS

~~91.~~87. The number of Directors shall not be less than two. The Company may from time to time in general meeting by ordinary resolution (a) increase or reduce the number of Directors but so that the number of Directors shall never be less than two and (b) elect any willing person to be a Director, either as an extra Director or to fill a vacancy.

~~92.~~88. The Board shall have power from time to time, and at any time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board. Any Director so appointed shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election at that meeting.

~~93.~~89. A Director need not hold any qualification shares but shall nevertheless be entitled to receive notice of and to attend and speak at all general meetings of the Company and at all separate meetings of the respective holders of all classes of shares of the Company.

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- ~~94~~90. The Directors shall be entitled to receive by way of remuneration for their services such sum as shall from time to time be determined by the Company in general meeting, 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.
- ~~95~~91. 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.
- ~~96~~92. The Board may grant special remuneration to any Director who, being called upon, shall perform any special or extra services to 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, or commission, participation in profits or otherwise as may be arranged.
- ~~97~~93. Notwithstanding the foregoing Articles ~~94, 95 and 96~~90, 91 and 92, the remuneration of an executive Director or a Director appointed to any other office in the management of the Company shall from time to time be fixed by the Board (in accordance with the recommendations of the Remuneration Committee, but not otherwise) 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 (in accordance with the recommendations of the Remuneration Committee, but not otherwise) decide. Such remuneration shall be in addition to his remuneration as a Director.
- ~~98~~94. (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.
  - (ii) If he becomes 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 the Board passes a resolution that he has by reason of such absence vacated this office.
  - (iv) If he becomes prohibited from being a Director by reason of any order made under any provision of the Companies Ordinance.

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- (v) If by notice in writing delivered to the Company at its registered office he resigns his office.
  - (vi) If he shall be removed from office by notice in writing served upon him signed by no less than three quarters of the total number of Directors for the time being of the Company.
  - (vii) If he is also an employee of the Company, upon his resignation from such employment or upon his employment with the Company being terminated for whatsoever reason, but he may be reappointed as a non-executive Director if the Board so chooses.
- (b) Subject to the provisions of the Companies Ordinance 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.
- ~~99.95.~~ (a) A Director may hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in 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 Article.
- (b) A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- (c) A Director of the Company 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 members for any remuneration, profits or other benefits received by him as 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 or exercisable by it as director of such other 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 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).

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- (e) Where arrangement are under consideration concerning that 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 associates own 5 per cent. or more.
- (f) Subject to the Ordinance and to the next paragraph of this Article, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company of the members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- (g) A Director who, to his knowledge, is interested or has a connected entity or an associate who is interested, in any way, whether directly or indirectly, in a transaction, contract or arrangement (or a proposed transaction, contract or arrangement) with the Company that is significant in relation to the Company's business shall declare the nature and extent of his interest (or the interest of his connected entity or associate, as the case may be) at the meeting of the Board at which the question of entering into the transaction, contract or arrangement is first taken into consideration if he knows his interest or the interest of his connected entity or associate then exists; or in any other case at the first meeting of the Board after he knows that he or his connected entity or associate is or has become so interested. For this purpose, a general notice to the Board by a Director to the effect that:
- (i) he ~~(or any of his associates)~~ connected entity or associate is a member ~~of,~~ officer, employee or otherwise in a specified company or firm and is to be regarded as interested in any transaction, contract or arrangement which may after the date of the notice be made with that company or firm; or
- (ii) he ~~(or any of his associates)~~ connected entity or associate is to be regarded as interested in any transaction, contract or arrangement which may after the date of the notice be made with a specified person who is connected with him or them; ~~or~~

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- (iii) ~~he is a public officer (as defined in the Interpretation and General Clauses Ordinance, Chapter 1 of the Laws of Hong Kong) and is to be regarded as interested in any contract or arrangement which may any time after the date of the notice be made with the Government or the Financial Secretary Incorporated;~~

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

A Director is not required to make a declaration of interest required by this Article 95(g) if he is not aware of the interest in transaction, contract or arrangement in question or otherwise required in accordance with the Companies Ordinance. For such declaration purpose, a Director is treated as being aware of matters which he ought reasonably to be aware of.

- (h) Save as otherwise provided by the Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board in respect of any transaction, contract, arrangement or proposal in which he or any of his close associates (and if required by the Listing Rules, his other associate(s)) is materially interested, but this prohibition shall not apply to any of the following matters namely:
- (i) any transaction, contract or arrangement for the giving to ~~such~~ the Director or any of his ~~associates~~ close associate(s) of any security or indemnity in respect of money lent by him or any of them or obligations incurred or undertaken by any of him or them at the request of or for the benefit of the Company and any of its subsidiaries;
  - (ii) any transaction, contract or arrangement for the giving by the Company of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or any of his ~~associates~~ close associate(s) has himself or themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
  - (iii) any ~~contract or arrangement~~ proposal concerning an offer of 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 any of his ~~associates~~ close associate(s) is or ~~is~~ are to be interested as a participant in the underwriting or sub-underwriting of the offer;
  - (iv) any transaction, contract or arrangement in which the Director or any of his close associates) is or are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his or their interest in shares or debentures or other securities of the Company;

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- (v) any ~~contract, arrangement or~~ proposal concerning any other company in which the Director or any of his ~~associates~~close associate(s) is or are interested only, whether directly or indirectly, as an officer or executive or shareholder or in which the Director or any of his ~~associates~~close associate(s) is or are beneficially interested in shares of that company, provided that he, together with any of his ~~associates~~close associate(s), are not in aggregate beneficially interested in 5 per cent. or more of the ~~equity share capital~~issued shares of any class of such company (whether his interest ~~is~~ or that of his close associates is derived through any third company) or of the voting rights available to members of such company; and
- (vi) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
- ~~(vii)(1)~~ the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to directors ~~(and, their close associates)~~ and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director or ~~any of his associates who may be employees of the Company~~close associate(s), as such any privilege or advantage not generally accorded to the ~~employees~~class of persons to which such scheme or fund relates; ~~and~~ or
- ~~(vii)(2)~~ ~~any proposal or arrangement concerning~~ the adoption, modification or operation of any employees' share scheme involving the issue or any share incentive or grant of options over shares or other securities by the Company to, or for the benefit of the employees of the Company or of any of its subsidiaries, share option scheme under which the Director or ~~any of his associates who may be employees of the Company or any of its subsidiaries~~close associate(s) may benefit.
- (i) A company shall be deemed to be a company in which a Director and/or any of his ~~associates~~close associate(s) in aggregate own 5 per cent. or more if and so long as (but only if and so long as) he and/or any of his ~~associates~~close associate(s) is or are (either directly or indirectly) the holders of or beneficially interested in 5 per cent. or more of any class of the equity share capital of such company or of the voting rights available to members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the Director's interest or any interest of his close associate(s) is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or his close associate(s) is interested only as an unit holder.
- (j) Where a company in which a Director and/or any of his ~~associates~~close associate(s) in aggregate hold 5 per cent. or more is materially interested in a transaction, then that Director shall also be deemed materially interested in such transaction.

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- (k) If any question shall arise at any meeting of the Board as to the materiality of the interest (including, for these purposes, the interest of any of his ~~associates~~ close associate(s)) of a Director (including the Chairman of meeting) or as to the entitlement of any Director to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not be counted in the quorum, such question shall be decided by a resolution of the Board (for which purpose such Director 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 Director as known to such Director has not been fairly disclosed to the Board.
- (l) In so far as it is required by ~~The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited~~ the Listing Rules, a Director shall not vote (nor be counted in the quorum) on any resolution of the shareholders in respect of any transaction, contract or arrangement in which he or his close associate (and if required by the Listing Rules, his other associate(s)) is to his knowledge materially interested provided that this prohibition (a) shall not apply to any of the matters specified as (i) to ~~(viii)~~ (vi) inclusive in Article ~~99~~ 95(h) above; and (b) is also subject to any waiver which may be granted by ~~The~~ the ~~Stock Exchange of Hong Kong Limited~~.
- (m) The Company may by ordinary resolution ratify any transaction not duly authorised by reason of a contravention of these Articles provided that no Director who is materially interested in such transaction, together with any of his associates, shall vote upon such Ordinary Resolution in respect of any shares in the Company in which they are interested.
- ~~100.96.~~ (a) At each annual general meeting one ~~half~~ third of the Directors for the time being (or, if their number is not a multiple of ~~two~~ three, then the number nearest to but not greater than one ~~half~~ third) shall retire from office, provided that every Director, including those appointed for a specified term, shall be subject to retirement by rotation at least once every three years or within such other period as the Stock Exchange may from time to time prescribe or within such other period as the laws applicable to the Company may prescribe. Any Director retiring at a meeting pursuant to this Article ~~100~~ 96 shall retain office until the close or adjournment of the meeting.
- (b) Any Director who wishes to retire and not to offer himself for re-election shall be included for the purposes of determining the number of the Directors to retire at any annual general meeting pursuant to the preceding Article ~~100(a).~~ 96(a). Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last election or appointment and so that as between persons who became or were last elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for election.

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- (c) At the general meeting at which a Director retires in accordance with these Articles, the Company may pass an ordinary resolution to re-elect the Director (unless such Director has given notice in writing to the Company that he is unwilling to be re-elected) or to elect some other eligible person in his place.
- ~~101.~~97. No person, other than a retiring Director, shall, unless recommended by the Directors 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 given to the Company in each case, during the period (being a period of at least seven days) commencing on the day after dispatch of the notice of general meeting at which elections to the office of Director are to be considered and ending on the day that falls seven days before the date of the general meeting (both days inclusive).
- ~~102.~~98. The Company shall keep at its office a register containing all such particulars of its Directors as are required by the Ordinance to be kept therein and shall ~~send to the Registrar of Companies a copy of such register and shall~~ from time to time notify to the Registrar of Companies any change that takes place in such Directors or their particulars as required by the Ordinance.
- ~~103.~~99. The Company may by ordinary resolution remove any Director (including a managing or other executive Director) before the expiration of his period of office notwithstanding anything in these Articles 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 of service between him and the Company) and may elect another person in his stead. Any person so elected shall hold office for such time only as the Director in whose place he is elected would have held the same if he had not been removed. Special notice, in accordance with the Companies Ordinance, shall be required in relation to any meeting at which such an ordinary resolution is to be considered.
- ~~104.~~100. The Board may by a resolution passed by no less than three quarters of the total number of Directors for the time being of the Company remove any Director prior to the expiration of his period of office notwithstanding anything in these Articles or 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 contract of service between him and the Company). The appointment of another Director in his stead shall be in accordance with Article ~~92.~~88.

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### BORROWING POWERS

- ~~105~~101. The Board may from time to time at their 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~~102. 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~~103. Debentures, debenture stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- ~~108~~104. Any debentures, debenture stock, bonds or other securities may be issued ~~at a discount, premium or otherwise and~~ with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
- ~~109~~105. The Board shall cause a proper register to be kept, in accordance with the provisions of the Companies Ordinance, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Companies Ordinance, in regard to the registration of mortgages and charges therein specified and ~~otherwise~~ shall from time to time and in accordance with the provision of the Companies Ordinance notify the Registrar of Companies of any change of the place at which such register is kept.
- ~~110~~106. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge, therein shall take the same subject to such prior charge, and shall not be entitled, by notice to the members or otherwise, to obtain priority over such prior charge.

### POWER OF DIRECTORS

- ~~111~~107. (a) Subject to any exercise by the Board of the powers conferred by Articles ~~112, 113, 114, 120, 108, 109, 110, 116, and 131~~127 hereof, the management of the business of the Company shall be vested in the Board who, in addition to the powers and authorities by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done or approved by the Company and are not hereby or by the Ordinance expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the Ordinance and of these Articles and to any regulations from time to time made by the Company in general meeting not being inconsistent with such provisions or these Articles, provided that no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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- (b) Without prejudice to the general powers conferred by these Articles it is hereby expressly declared that the Board shall have the following powers:
- (i) To give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at ~~par or at such premium value~~ as may be agreed.
  - (ii) In accordance with the recommendations of the Remuneration Committee, but not otherwise, to give any executive Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration.

### SENIOR MANAGEMENT

~~112.~~108. The Board may from time to time appoint managers and senior staff (collectively “Senior Management”) of the Company and the Board may (in accordance with the recommendations of the Remuneration Committee, but not otherwise) 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 such Senior Management who may be employed by him or them upon the business of the Company.

~~113.~~109. The appointment of such Senior Management 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 Directors as it may think fit. When appointing such Senior Management, the Board will give clear directions to such Senior Management as to the matters that must be approved by the Board before decisions are made on behalf of the Company.

~~114.~~110. Subject to Article ~~112,~~ 108, the Board may enter into such agreement or agreements with any such Senior Management upon such terms and conditions in all respects as the Board may in its absolute discretion think fit, including a power for such senior staff to appoint other employees under them for the purpose of carrying on the business of the Company.

### CHAIRMAN

~~115.~~111. The Board may elect a Chairman and one or more Deputy Chairman for their meetings and determine the period of which the Chairman and any of the Deputy Chairmen are to hold office; but if at any meeting the Chairman is not present, or is unwilling so to act within five minutes after the time appointed for holding the same, the Deputy Chairman or any one of them (if more than one Deputy Chairman has been appointed), shall be the Chairman of that meeting; or if no such Chairman is elected and/or no Deputy Chairman is present or is willing so to act within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman for that meeting.

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### PROCEEDINGS OF THE DIRECTORS

~~##112.~~ The Board shall meet regularly at least four times a year at approximately quarterly intervals (each a “regular Board meeting”). Written notice of at least 14 days shall be given of a regular Board meeting (exclusive of the day on which it is served, and of the day for which it is given) and reasonable notice should be given of all other Board meetings. Not less than one third of the total number of Directors for the time being of the Company is required to constitute a quorum. Subject to the foregoing, the Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. Any Director may participate in a meeting of the Board or of any such committee of the Board by ~~electronic means technology~~. In this Article ~~“electronic” means actuated by electric, magnetic, electro magnetic, electro chemical~~ “by technology” means through a telephone conference or electro mechanical energy and “through the medium of video conference or similar communication equipment by electronic means” means by any manner only means of which all persons participating in the meeting are capable of being so actuated hearing each other. A person in communication by ~~electronic means technology~~ with the Chairman and with all other parties to a meeting of the Board or of a committee of the Board shall be regarded for all purposes as personally attending such a meeting and shall be counted in a quorum and entitled to vote, provided only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by ~~electronic means technology~~. A meeting at which one or more of the Directors attends by ~~electronic means technology~~ is deemed to be held at such place as the Directors shall at the said meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, of any, where a majority of the Directors attending the meeting are physically present, or in default of such a majority, the place at which the Chairman of the meeting is physically present.

~~##113.~~ A Director may and, on request of a Director, the Secretary shall, at any time summon a meeting of the Board. Notice of a meeting of the Board shall be given to each Director either in writing or by facsimile at the facsimile number from time to time notified to the Company by such Director or by electronic mail at the electronic mail address from time to time notified to the Company by such Director or in such other manner as the Board may from time to time determine. A Director may waive notice of any meeting and any such waiver must be in writing and may be prospective or retrospective.

~~##114.~~ 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. Questions arising at any meeting of a committee of the Board shall be decided by a majority of votes and in case of an equality of votes the chairman of such meeting shall have a second or casting vote.

~~##115.~~ 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 the Articles of the Company for the time being vested in or exercisable by the Board generally.

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~~120.~~116. The Board may delegate any of their powers to committees consisting of such member or members of its body as the Board thinks fit, and it may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committee either wholly or in part, and either as to person or purposes. Such committees shall be formed with specific terms of reference which clearly deal with the committee's authority and duties. Such terms of reference will require such committees to report back to the Board on their decisions and recommendations (except where there are legal or regulatory restrictions on so doing). Every committee so formed shall in the exercise of the powers so delegated conform to its terms of reference that are from time to time imposed upon it by the Board.

~~121.~~117. All acts done by any such committee in conformity with its terms of reference, 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.

~~122.~~118. Unless otherwise determined by the Board (in the terms of reference for the relevant committee or otherwise), two Directors shall form a quorum for any meeting of a committee of the Board. A committee may elect a chairman of its meetings. If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting. A committee may meet and adjourn as its members think proper.

~~123.~~119. All acts bona fide done by any meeting of the Board or by a committee of the Board, or by any person acting as a Director shall, notwithstanding that it shall be afterwards discovered that there was some defect or irregularity in the appointment of any such Director acting in the Board or committee or person acting as aforesaid or that he had by virtue of Article ~~98~~ 94(a) ceased to be a Director, be as valid as if every such person had been duly appointed and had not ceased to be a Director.

~~124.~~120. The continuing Directors may act notwithstanding any vacancy in their body, if and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the continuing Directors or Director 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.

~~125.~~121. A resolution in writing signed by all the Directors, except such as are temporarily unable to act through ill-health or disability, shall (so long as they constitute a quorum as provided in ~~116~~ Article 112) be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in like form each signed by one or more of the Directors; (whether in handwritten form or in electronic form as permitted under these Articles). Notwithstanding anything herein, if a substantial shareholder or a Director or an associate of any of them has a conflict of interest in a matter to be considered by the Board which the Board has determined to be material ~~(save for any conflict of interest in a matter in the manner mentioned in Article 99(g)(iii))~~, that matter shall not be dealt with by way of circulation pursuant to

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Article ~~125~~121 or by a committee of the Board, but a meeting of the Board shall be held. All independent non-executive Directors who, and whose associates, have no material interest in the transaction shall be present at such Board meeting for a quorum to be duly constituted for such meeting. The exceptions set out in Article ~~99~~95(h) shall be taken into account to determine if a substantial shareholder or a Director or an associate of any of them has a conflict of interest as if references therein to “Director” may also mean a substantial shareholder. The term “substantial shareholder” shall have the meaning given to it in the Listing Rules.

### SECRETARY

~~126~~122. 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 Ordinance or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any other reason no Secretary capable of acting, may be done by or to any assistant or deputy Secretary, 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 that behalf by the Board.

~~127~~123. The Secretary shall be an individual, ordinarily ~~resident~~residing in Hong Kong.

~~128~~124. A provision of the Ordinance or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

### MANAGEMENT — MISCELLANEOUS

~~129~~125. (a) The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose. Provided that the Board may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the seal may be affixed as the Board may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means other than autographic to be specified in such resolution or that such certificates need not be signed by any person. Every instrument executed in manner provided by this Article shall be deemed to be sealed and executed with the authority of the Board previously given.

(b) A document signed by any two Directors or any of the Directors and the Secretary and expressed, in whatever words, to be executed by the Company as a deed, has the effect as if executed under the seal.

~~(b)~~(c) The Company may have an official seal for use for sealing certificates for share or other securities issued by the Company as permitted by Section ~~73A~~126(1) and (2) of the Ordinance (and no signature of any Director, officer or other person and no

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mechanical reproduction thereof shall be required on any such certificates or other document and any such certificates or other document to which such official seal is affixed or is printed thereon shall be valid and deemed to have sealed and executed with the authority of the Board notwithstanding the absence of any such signature or mechanical reproduction as aforesaid) and an official seal for use abroad under the provisions of the Companies Ordinance where and as the Board shall determine, and the Company may by writing under the seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and they may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the seal, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

~~130.~~126. 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 account shall be kept with such banker or bankers as the Board shall from time to time determine.

~~131.~~127. (a) The Board may from time to time, and at any time, by power of attorney under the common seal, appoint any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers authorities and discretions vested in him.

(b) The Company may, by writing under its common 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 in any place not situate within Hong Kong, 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 common seal of the Company.

~~132.~~ ~~This Article is intentionally blank.~~

~~133.~~128. 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 who hold or who have held any salaried employment or

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office in the Company or such other company, and the wives, widows, families and dependants of any such persons. The Board may also establish and subsidise 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.

### CAPITALISATION OF RESERVES

- 134.129. (a) ~~The~~ To the extent permitted under the Ordinance, the Company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the statement of profit and/or loss account and other comprehensive income or otherwise available for distribution (and not required for the payment or provision of the dividend on any shares with a preferential right to dividend) ~~and accordingly that~~. Accordingly, such sums may be set free for use as permitted under the Ordinance including for distribution amongst the members holding ordinary shares in proportion to the number of ordinary shares (whether or not fully paid) held by them respectively on condition that the same be not paid in cash but ~~be~~ be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full ~~unissued~~ shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportions aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution, ~~provided that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid up shares.~~
- (b) Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and (where applicable) all allotments and issues of fully paid up shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise (including provision for the benefit of fractional entitlements to accrue to the Company rather than to the members concerned) as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or, as the case may require, for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the

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profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

### **SUBSCRIPTION RIGHTS RESERVE**

135. (a) ~~If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the par value of a share then the following provisions shall apply:—~~
- ~~(i) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article) maintain in accordance with the provisions of this Article a reserve (the “Subscription Rights Reserve”) the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub-paragraph (iii) of this paragraph (a) on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Right Reserve in paying up such additional shares in full as and when the same are allotted;~~
  - ~~(ii) the Subscription Rights Reserve will not be used for any purpose other than that specified above until all other reserves of the Company (other than share premium account and capital redemption reserve fund) have been used and will then 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;~~

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

- ~~(iv) if upon the exercise of the subscription rights represented by any warrant the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which exercising warrant holder is entitled, the Board shall apply any profits or reserve then or thereafter becoming available (including to the extent permitted by law, 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 such time no dividend or other distributions shall be paid or made in the shares. 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 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 Article shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned.~~
- ~~(c) Notwithstanding anything contained in paragraph (a) of this Article no fraction of a share shall be allotted on exercise of the subscription rights.~~
- ~~(d) The provisions of this Article as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating, the provisions for the benefit of any warrant holder or class of warrant holders under this Article without the sanction of a special resolution of such warrant holders of class of warrant holders.~~
- ~~(e) A certificate or report by the Auditors as to whether or not the Subscription Rights Reserve is required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to an exercising warrant holder~~

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~~credited as fully paid and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.~~

### DIVIDENDS AND RESERVES

~~130.~~ The Company in general meeting may declare dividends in any currency, but no dividends shall exceed the amount recommended by the Board.

~~131.~~ (a) The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company, and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts *bona fide* the Board shall not incur any responsibility to the holders of shares conferring any 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.

~~132.~~ (a) No dividend shall be payable except out of the profits of the Company. No dividend shall carry interest.

(b) For so long as any share issued under any share incentive scheme for employees remains subject to restrictions on dividends, voting and transfer imposed thereby, but without prejudice to the entitlement of the holder of such share to participate in any distribution on capitalization of reserves under Article ~~134,~~129, no dividend whether payable in cash or in specie or by way of allotment of fully paid shares under Article ~~140~~134 hereof shall be declared or paid on such share.

~~133.~~ Whenever the Board or the Company in general meeting have resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue fractional certificates, 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 payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest ~~and 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

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shall be effective. Where requisite, a contract shall be filed in accordance with the provisions of the Ordinance, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

~~440.134.~~ (a) Whenever the Board or the Company in general meeting have resolved that a dividend be paid or declared on the share capital of the Company, the Board may further resolve:

(i) That such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid 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:

~~(aa1)~~ the basis of any such allotment shall be determined by the Board;

~~(bb2)~~ the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

~~(cc3)~~ the right of election may be exercised in whole or in part;

~~(dd4)~~ the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares shall be allotted credited as fully paid to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserve or reserves or other special account ~~other than the Subscription Rights Reserve or Conversion Rights Reserve or Capital Redemption Reserve Fund (if there be any such Reserves))~~) as the Board may determine, such sum as may be required to pay 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 the shareholders entitled to such dividend be entitled to elect to receive an allotment of shares credited as fully paid in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:

~~(aa1)~~ the basis of any such allotment shall be determined by the Board;

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- (bb~~2~~) the Board, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
- (cc~~3~~) the right of election may be exercised in whole or in part;
- (dd~~4~~) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu thereof shares shall be allotted credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserve or reserves or other special account ~~other than the Subscription Rights Reserve or Conversion Rights Reserve or Capital Redemption Reserve Fund (if there be any such Reserves))~~) as the Board may determine, such sum as may be required to pay 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) (i) The shares allotted pursuant to the provisions of paragraph (a) shall rank pari passu in all respects with the shares of the same class (if any) then in issue save only as regards participation in the relevant dividend.
- (ii) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (a), with full power to the Board to make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Board may authorise any person to enter into, on behalf of all members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- (c) The Company may upon the recommendation of the Board by special resolution resolve in respect of any particular dividend of the Company that notwithstanding the provisions of paragraph (a) of this Article a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.

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- (d) The Board may on any occasion determine that an allotment of shares under paragraph (a)(i) of this Article or a right of election to receive an allotment of shares under paragraph (a)(i) of this Article shall not be made or made available to any shareholders with registered addresses in any territory where in the absence of a registration statement or other special formalities the allotment of shares or the circulation of an offer of such right of election would or might be unlawful, and in such event the provisions aforesaid shall be read and construed subject to such determination.

~~44.~~<sup>135.</sup> 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 and profits which it may think prudent not to divide.

~~42.~~<sup>136.</sup> Subject to the rights of persons, of any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid up on the shares in respect whereof the dividend is paid, but no amount paid up or credited as paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately 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; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such shares shall rank for dividend accordingly.

~~43.~~<sup>137.</sup> (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 member all sums of money (if any) presently payable by him to the Company on account of calls, instalments or otherwise in relation to the shares of the Company.

~~44.~~<sup>138.</sup> Any general meeting sanctioning a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the member, be set off against the call.

~~45.~~<sup>139.</sup> A transfer of shares shall not pass the right to any dividend or bonus declared thereon before the registration of the transfer.

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- ~~146.~~140. 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.
- ~~147.~~141. 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 member 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 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 sent at the risk of the holder or joint holder, as the case may be, and 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.
- ~~148.~~142. 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 for any profit or benefit derived therefrom. All dividends or bonuses unclaimed for six years after having been declared may be forfeited by the Board and shall revert to the Company.
- ~~149.~~143. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares on a particular date or at a point of time on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall mutatis mutandis apply to bonuses, capitalisation issue, distributions of realised capital profits or offers or grants made by the Company to the members.
- ~~150.~~144. Without prejudice to the rights of the Company under Article ~~148,~~142, 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 for dividend entitlements or dividend warrants is returned ~~delivered~~ undelivered.
- ~~151.~~145. The Company shall have the power the sell, in such manner as the Board may think fit, any shares of a member who is untraceable, but no such sales shall be made unless:
- (a) 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 Articles of the Company have remained uncashed;

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- ~~(iii)~~(b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and
- ~~(iii)~~(c) the Company has caused an advertisement to be inserted in English in an English language newspaper and in Chinese in a Chinese language newspaper giving notice of its intention to sell such shares and has notified ~~The~~the Stock Exchange ~~of Hong Kong Limited~~ of such intention and a period of three months has elapsed since the date of such advertisement.

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)~~(c) of this Article 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 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 sales will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article shall be valid and effective notwithstanding that the member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

### ACCOUNTS

~~152.~~146. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Ordinance or necessary to give a true and fair view of the Company’s affairs and to explain its transactions.

~~153.~~147. The ~~books of accounts~~accounting records shall be kept at the registered office, or, subject to Section 374 of the Companies Ordinance, at such other place or places as the Board thinks fit and shall always be open to the inspection of the Directors.

~~154.~~148. The Board shall from time to time determine whether and to what extent, at what times and places and under what conditions or regulations, the ~~accounts and books~~accounting records of the Company, or any of them, shall be open to the inspection of the members not being Directors, and no member (not being a Director)

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shall have any right of inspecting any ~~account or book~~ accounting records or document of the Company, except as conferred by the Ordinance or authorised by the Directors or by the Company in general meeting.

- ~~155-149.~~ (a) The Board shall from time to time in accordance with the provisions of the Ordinance cause to be prepared and to be laid before the members of the Company at every annual general meeting, the Annual Report and/or the summary financial report which complies with ~~Section 141CF(1)~~ Sections 439 and 440 of the Companies Ordinance and such other reports and accounts as may be required by law.
- (b) Every Annual Report shall be signed pursuant to the provisions of the Ordinance and copies of those documents (including but not limited to the Annual Report and/or the summary financial report) which are to be laid before the members of the Company at an annual general meeting shall not less than 21 days before the date of the annual general meeting be made available in printed form and/or using electronic means whether in the English language only, in the Chinese language only or in both the English language and the Chinese language and at the same time as the notice of an annual general meeting to every member of the Company, every holder of debentures of the Company, every person registered under Article 45 and every other person entitled to receive notices of general meetings of the Company in compliance with the Listing Rules and any applicable law, rules or regulations, provided that the Company shall not be required to make available those documents to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures whether in printed form or by electronic means. In the case of those documents being made available in printed form, such documents will be sent by post to the registered addresses of those entitled to receive them as set out above.
- (c) Where a member, in accordance with the Listing Rules and any applicable law, rules or regulations has consented to treat the publication of the Annual Report or the summary financial report as set out in Article ~~155(149)(a)~~ using electronic means or has consented to receiving the summary financial report instead of the Annual Report, as discharging the Company's obligation under the Listing Rules and any applicable law, rules or regulations to send a copy of such relevant financial documents, then publication by the Company, in accordance with the Listing Rules and any applicable law, rules or regulations, using electronic means of such relevant financial documents and/or receipt by such member of the summary financial report at least 21 days before the date of the relevant general meeting, shall, in relation to each such member, be deemed to discharge the Company's obligations under Article ~~155(149)(a)~~ provided that any person who is otherwise entitled to such financial documents of the Company may, if he so requires, by notice in writing served on the Company, demand that the Company sends to him, a complete printed copy of the Annual Report or the summary financial report not previously requested by him.

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### AUDITORS

~~156.~~150. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Ordinance.

~~157.~~151. Subject as otherwise provided by the Ordinance, the remuneration of the Auditors shall be fixed by the Company in general meeting provided always that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Board.

~~158.~~152. Every statement of accounts, audited by the Company's Auditors and presented by the Board at an annual general meeting, shall after approval at such meeting, be conclusive except as regards any error discovered therein. Whenever any such error is discovered, it shall forthwith be corrected, and the statement of accounts amended in respect of the error shall be conclusive.

### NOTICES

~~159.~~153. Any notice or document or any Corporate Communication to be given or issued under these Articles shall be in writing, and may be served by the Company and/or by the Board on any member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such member at his registered address as appearing in the register or (in the case of notice) by advertisement published in both an English language newspaper in English and a Chinese language newspaper in Chinese or by any electronic means in compliance with these Articles ~~and, the Companies Ordinance,~~ the Listing Rules and any applicable law, rules or regulations provided that the Company has obtained the member's prior express positive confirmation in writing to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by such electronic means or by making available on the Company's website, giving access thereto to that member and giving to such member a notification of the availability of such notice, document or Corporate Communication; or by such other means as may be permitted under the Companies Ordinance, the Listing Rules and any applicable laws, rules and regulations. In the case of joint holders of a share, all notices shall be given to that holder for the time being whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.

~~160.~~154. A member shall be entitled to have notice served on him at any address within Hong Kong or by any electronic means in compliance with these Articles, legislation and the Listing Rules and any applicable law, rules or regulations. Any member whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who does not notify the Company of an address in Hong Kong may notify the Company of an address outside Hong Kong and the Company may serve notices on him at such overseas address. In the absence of notification by a member of an address in Hong Kong or overseas for the purpose of service of notice, such member shall be deemed to have received any notice which shall have been displayed at the registered office of the Company and shall have remained

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there for the space of twenty-four hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed.

~~155.~~ Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly prepaid (and in the case of an address outside Hong Kong where airmail service can be extended thereto airmail postage prepaid), addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice was so addressed and put into such post office shall be conclusive evidence thereof. Any notice or document or Corporate Communication sent by electronic mail shall be deemed to have been served at the time when such notice or document or Corporate Communication is transmitted provided no notification is received by the Company that such notice or document has not reached its recipient. Any notice or document or Corporate Communication which the Company has made available to any member by publication on its own website or computer network or the website of ~~The~~ the Stock Exchange of Hong Kong Limited shall be deemed to have been served on the day on which such publication is made.

~~156.~~ A notice or document or Corporate Communication may be given by the Company to the person or persons entitled to a share in consequence of the death, mental disorder or bankruptcy of a member in the manner set out in Article ~~153~~ 153 in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

~~157.~~ 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 previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

~~158.~~ Any notice or document or Corporate Communication delivered or sent by post or left at the registered address of any member or made available by electronic means in compliance with these Articles, legislation and the Listing Rules and any applicable law, rules or regulations, shall notwithstanding that such member be then deceased and whether or not the Company has notice of his death be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these 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.

~~159.~~ (a) The signature to any notice to be given by the Company may be written or printed by means of facsimile or where relevant, by Electronic Signature.

(b) Subject to the Listing Rules and any applicable law, rules and regulations, any notice or document, including but not limited to the documents referred to in Article ~~149~~ 149 and any Corporate Communication, may be given in the English language only, in the Chinese language only or in both the English language and

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the Chinese language provided that the Company has obtained the relevant member's prior express positive confirmation in writing to receive or otherwise have made available to him such notices or documents in either the English language only or the Chinese language only or in both the English language and the Chinese language and provided further that such member may, if he so requires, by notice in writing served on the Company, demand at any time that the Company sends or makes available to him any notice or document or Corporate Communication in the language not previously provided to him.

### INFORMATION

~~166~~160. Without prejudice to the rights and powers of any shareholder under any law or any agreement or arrangement having the force of law, no member (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 and which in the opinion of the Board it will be inexpedient in the interests of the members of the Company to communicate to the public.

### DOCUMENTS

~~167~~161. (a) Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board or any committee of the Board and any books, records, documents and accounts, relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and, where any books, records, documents and accounts are elsewhere than at the registered office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board 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 Board or any committee of the Board 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 such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

- (b) (i) The Company shall be entitled to destroy the following documents at the following times:
- (~~aa~~) registered instruments of transfer: at any time after the expiration of seven years from the date of registration thereof;
  - (~~bb~~) allotment letters: at any time after the expiration of seven years from the date of issue thereof;

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- (~~cc~~3) copies of powers of attorney, grants of probate and letters of administration: at any time after the expiration of two years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;
  - (~~dd~~4) dividend mandates and notifications of change of address: at any time after the expiration of two years from the ~~date~~date of recording thereof; and
  - (~~ee~~5) cancelled share certificates: at any time after the expiration of one year from the date of the cancellation thereof.
- (ii) It shall conclusively be presumed in favour of the Company:
- (~~aa~~1) that every entry in the register purporting to be made on the basis of any such documents so destroyed was duly and properly made; and
  - (~~bb~~2) that every such document so destroyed was valid and effective and had been duly and properly registered, cancelled, or recorded in the books or records of the Company, as the case may be.
- (iii) (~~aa~~1) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (~~bb~~2) Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and
- (~~cc~~3) References herein to the destruction of any document include references to the disposal thereof in any manner.

## WINDING UP

~~168~~162. If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the court) the liquidator may with the authority of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other assets in respect of which there is a liability.

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~~169~~163. In the event of a winding-up of the Company in Hong Kong, every member of the Company who is not for the time being in Hong Kong shall be bound, within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person's full name, address and occupation upon whom all summonses, notices, process, orders and judgments in relation to or under the winding-up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes, and where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such member by advertisement in an English language newspaper in English and a Chinese language newspaper in Chinese as he shall deem appropriate or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

### INDEMNITY

~~170~~164. (a) Every Director, ~~manager~~, Secretary or other officer ~~and every auditor~~ of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities ~~(including any such liability as is mentioned in sub-section (2) of Section 165 of the Ordinance)~~ which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto; (save and except liability for negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company), and no Director, ~~manager~~, Secretary or other officer ~~or Auditor~~ shall be liable for any loss, or damage ~~or misfortune~~ which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. ~~But~~ (save and except liability for negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company), provided that this Article shall only have effect in so far as ~~its~~ provisions are not ~~rendered void~~ avoided by the ~~said Section~~ Companies Ordinance.

(b) Subject to ~~Section 165~~ the provisions of the and so far as may be permitted by the Companies Ordinance, if any Director or other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable as aforesaid from any loss in respect of such liability.

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### NO IMPAIRMENT OF RIGHTS

165. Notwithstanding these Articles, no powers shall be taken to freeze or otherwise impair any of the rights attaching to any share by reason only that the person or persons who are interested in any share directly or indirectly have failed to disclose their interests to the Company.

### CONFLICTS WITH THE ORDINANCE

166. (a) Notwithstanding anything contained in these Articles, if the Ordinance prohibits an act being done, the act shall not be done.
- (b) Nothing contained in these Articles prevent an act being done that the Ordinance requires to be done.
- (c) If any provision of these Articles is or becomes inconsistent with any provision of the Ordinance, these Articles are deemed not to contain that provision to the extent of the inconsistency and to the extent it does not breach any provision of the Ordinance.

The following table sets out the details of the initial subscribers of the Company, the initial number of shares taken by each of them and the initial registered capital of the Company on 16 September 1988:

<u>Name of Subscriber</u>	<u>Number of Shares taken by each Subscriber</u>
<u>for and on behalf of</u> <u>CHINA RESOURCES (HOLDINGS) COMPANY LIMITED</u> <u>Tong Zhi Guang</u> <u>Authorised Signatory</u> <u>49/F China Resources Building</u> <u>26 Harbour Road</u> <u>Hong Kong.</u> <u>Body Corporate</u>	<u>Seven</u>
<u>for and on behalf of</u> <u>HONG KONG AIR CARGO TERMINALS LIMITED</u> <u>A. C. Charter</u> <u>Authorised Signatory</u> <u>29/F World Trade Centre</u> <u>Causeway Bay</u> <u>Hong Kong.</u> <u>Body Corporate</u>	<u>Seven</u>

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<p><u>for and on behalf of</u> <u>HONG KONG INTERNATIONAL TERMINALS LIMITED</u> <u>M. J. Booth</u> <u>Authorised Signatory</u> <u>Berth 4 Kwaichung Container Terminal</u> <u>Hong Kong.</u> <u>Body Corporate</u></p>	<p><u>Seven</u></p>
<p><u>for and on behalf of</u> <u>HONG KONG TELECOMMUNICATIONS LIMITED</u> <u>Fung Hak Ming</u> <u>Authorised Signatory</u> <u>New Mercury House</u> <u>22 Fenwick Street</u> <u>Hong Kong.</u> <u>Body Corporate</u></p>	<p><u>Seven</u></p>
<p><u>for and on behalf of</u> <u>MAERSK LINE (HONG KONG) LIMITED</u> <u>H. H. Zeuthen</u> <u>Authorised Signatory</u> <u>Sunning Plaza 19/F</u> <u>10 Hysan Avenue</u> <u>Causeway Bay</u> <u>Hong Kong.</u> <u>Body Corporate</u></p>	<p><u>Four</u></p>
<p><u>for and on behalf of</u> <u>MODERN TERMINALS LIMITED</u> <u>J. M. E. Leese</u> <u>Authorised Signatory</u> <u>Berth One</u> <u>Kwai Chung</u> <u>New Territories</u> <u>Hong Kong.</u> <u>Body Corporate</u></p>	<p><u>Seven</u></p>

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<u>for and on behalf of</u> <u>STANDARD CHARTERED BANK</u> <u>R. C. Spyer</u> <u>Authorised Signatory</u> <u>Edinburgh Tower</u> <u>The Landmark</u> <u>Hong Kong.</u> <u>Body Corporate</u>	<u>Seven</u>
<u>for and on behalf of</u> <u>SWIRE PACIFIC LIMITED</u> <u>P. D. A. Sutch</u> <u>Authorised Signatory</u> <u>Swire House</u> <u>9 Connaught Road, Central</u> <u>Hong Kong.</u> <u>Body Corporate</u>	<u>Seven</u>
<u>for and on behalf of</u> <u>THE HONG KONG AND SHANGHAI BANKING</u> <u>CORPORATION</u> <u>T. W. O'Brien</u> <u>Authorised Signatory</u> <u>1 Queen's Road Central</u> <u>Hong Kong.</u> <u>Body Corporate</u>	<u>Seven</u>
<u>Total Number of Shares Taken</u>	<u>Sixty</u>
<u>Initial Registered Capital of the Company</u>	<u>HK\$15,000,000</u>

WITNESS to the signature of:

Tong Zhi Guang  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

WITNESS to the signature of:

A. C. Charter  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

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WITNESS to the signature of:

M. J. Booth  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

WITNESS to the signature of:

Fung Hak Ming  
P.W. Branson  
General Manager  
Cable and Wireless (Hong Kong) Limited  
22 Fenwick Street

WITNESS to the signature of:

H. H. Zeuthen  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

WITNESS to the signature of:

J. M. E. Leese  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

WITNESS to the signature of:

R. C. Spyer  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

WITNESS to the signature of:

P. D. A. Sutch  
J. M. E. Broomfield  
Bank Officer  
1 Queen's Road Central  
Hong Kong

WITNESS to the signature of:

T. W. O'Brien  
R.G. Barber  
Chartered Secretary  
1 Queen's Road Central  
Hong Kong



## Tradelink Electronic Commerce Limited

### 貿易通電子貿易有限公司

*(Incorporated in Hong Kong with limited liability)*

**(Stock Code: 536)**

**Notice is hereby given** that the annual general meeting (“AGM”) of Tradelink Electronic Commerce Limited (貿易通電子貿易有限公司) (the “**Company**”) will be held on Friday, 7 May 2021 at 2:00 p.m. at Meeting Room 636–637, 6/F, Kowloonbay International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong for the following purposes:

1. To receive and adopt the audited financial statements of the Company, the directors’ report and the report of the auditors for the year ended 31 December 2020.
2. To declare a final dividend in respect of the year ended 31 December 2020.
3. To re-elect Dr. LEE Nai Shee, Harry, S.B.S., J.P., Dr. LEE Delman, Mr. YING Tze Man, Kenneth, Ms. CHAN Chi Yan, Mr. TSE Kam Keung and Mr. CHENG Chun Chung, Andrew as Directors.
4. To authorize the Board to fix the remuneration of Directors.
5. To re-appoint KPMG as auditors of the Company and to authorize the Board to fix their remuneration.
6. To consider and, if thought fit, pass with or without modification, the following ordinary resolution:

**THAT** a general unconditional mandate be given to the Directors to allot, issue and deal with new shares or securities convertible into shares in the unissued share capital of the Company, including the entering into of any agreements or granting of any options to do any of the foregoing, provided that the total number of shares allotted or agreed to be allotted by the Directors pursuant thereto, otherwise than pursuant to a rights issue, or any allotment of shares in lieu of the whole or part of a dividend on shares in accordance with the Articles of Association of the Company, shall not exceed 20 percent of the Company’s total number of shares in issue at the date of this resolution and such mandate shall remain in effect until (i) the conclusion of the next AGM of the Company, (ii) the expiration of the period within which the next AGM of the Company is required

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## NOTICE OF ANNUAL GENERAL MEETING

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by any applicable law or by the Articles of Association of the Company to be held, or (iii) it is revoked or varied by an ordinary resolution of Shareholders of the Company in a general meeting, whichever is the earliest.

7. To consider and, if thought fit, pass with or without modification, the following special resolution:

**THAT** the new articles of association of the Company (the “**New Articles of Association**”), a copy of which has been produced to this meeting marked “A” and for identification purpose signed by the Chairman of the meeting, be and is hereby approved and adopted in substitution for and to the exclusion of the existing memorandum and articles of association of the Company with immediate effect after the close of this meeting and that the Directors of the Company be and are hereby authorised to do all things necessary to implement the adoption of the New Articles of Association.

By Order of the Board  
**TAI Kwok Hung**  
*Company Secretary*

Hong Kong, 8 April 2021

*Notes:*

1. Any member of the Company entitled to attend and vote at the AGM is entitled to appoint one or more proxies to attend and, on a poll, vote in his stead in accordance with the Articles of Association of the Company. A proxy need not be a member of the Company.
2. 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.
3. The form of proxy and the power of attorney or other authority, if any, under which it is signed (or a notarially certified copy of such power of attorney or authority) must be deposited at the Company’s share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong not less than 48 hours before the time for holding the AGM (or any adjournment thereof), and otherwise the form of proxy shall not be treated as valid. The completion and return of the form of proxy shall not preclude members of the Company from attending and voting in person at the AGM (or any adjourned meeting thereof) should they so wish.
4. At the AGM, the Chairman of the Meeting will put each of the above resolutions to the vote by way of a poll pursuant to rule 13.39(4) of the Listing Rules.
5. The register of members will be closed from Tuesday, 4 May 2021 to Friday, 7 May 2021, both days inclusive, during which period no transfer of shares will be registered to determine the shareholders’ entitlement to attend and vote at the AGM to be held on Friday, 7 May 2021. In order to qualify to attend and vote at the AGM, all duly 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, Wan Chai, Hong Kong for registration, no later than 4:30 p.m. on Monday, 3 May 2021.

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## NOTICE OF ANNUAL GENERAL MEETING

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6. The register of members will be closed from Thursday, 13 May 2021 to Monday, 17 May 2021 both days inclusive, during which period no transfer of shares will be registered. In order to qualify for the final dividend, all duly 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, Wan Chai, Hong Kong for registration, no later than 4:30 p.m. on Wednesday, 12 May 2021.
7. Concerning resolution 3 above, Dr. LEE Nai Shee, Harry, s.B.S., J.P., Dr. LEE Delman, Mr. YING Tze Man, Kenneth, Ms. CHAN Chi Yan, Mr. TSE Kam Keung and Mr. CHENG Chun Chung, Andrew will retire as Directors at the AGM and being eligible, have offered themselves for re-election. Details of the above Directors for re-election are set out in Appendix I to the accompanied circular dated 8 April 2021.
8. Concerning resolution 6 above, the Directors wish to state that they have no immediate plans to issue any new shares of the Company. Approval is being sought from the members as a general mandate for the purposes of Sections 140 and 141 of the Companies Ordinance (Cap 622) and The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
9. Concerning resolution 7 above, the new Articles of Association to be adopted by the Company and delivered to (and registered by) the Registrar of Companies are in the English language. Accordingly, the special resolution set out in the above notice will, if passed, be passed in the English language. The translation into the Chinese language of the above notice (including the special resolution) and the details of the proposed amendments to the existing Memorandum of Articles of Association (contained in Appendix II of the accompanying circular) are included for information only.
10. In the event of any inconsistency between the Chinese translation and the English text hereof, the English text shall prevail.

As at the date of this notice, the Board comprises

**Non-executive Directors:** Dr. LEE Nai Shee, Harry, s.B.S., J.P. (Chairman), Dr. LEE Delman, Mr. YING Tze Man, Kenneth and Mr. YUEN Wing Sang, Vincent;

**Executive Directors:** Mr. TSE Kam Keung, Mr. CHENG Chun Chung, Andrew and Ms. CHUNG Shun Kwan, Emily; and

**Independent Non-executive Directors:** Mr. CHAK Hubert, Mr. CHAU Tak Hay, Ms. CHAN Chi Yan, Mr. CHUNG Wai Kwok, Jimmy and Mr. HO Lap Kee, Sunny, M.H., J.P.