

C. CONSTITUTION OF THE COMPANY

THE COMPANIES ACT, CHAPTER 50

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

CENTURION CORPORATION LIMITED

(adopted by Special Resolution passed on 6 September 2017)

- A. The name of the Company is CENTURION CORPORATION LIMITED.
- B. The Registered Office of the Company will be situated in the Republic of Singapore.
- C. Subject to the provisions of the Companies Act (Chapter 50) of Singapore and any other written law and this Constitution, the Company has:
 - (i) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
 - (ii) for these purposes, full rights, powers and privileges.
- D. The liability of the members is limited.
- E. The Company shall have power to increase or reduce its capital, to consolidate or sub-divide the shares forming its original share capital and to divide such shares into several classes and there may be attached thereto respectively any preferential, deferred, qualified, special or other rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise attached to them as may be determined by, or in accordance with, the regulations for the time being of the Company.

PRELIMINARY

- 1. No part of the model constitution prescribed under the Act shall apply to the Company except so far as the same are repeated or contained in this Constitution.
- 2. In this Constitution (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively.

“address” or “registered address”	In respect of any member, his physical address for service or delivery of notices or documents personally or by post, unless otherwise expressly provided in this Constitution.
“Act”	The Companies Act (Chapter 50) of Singapore, as amended, supplemented or otherwise modified from time to time.
“Annual General Meeting”	An annual general meeting of the Company.
“book-entry securities”	Listed securities: <ul style="list-style-type: none"> (a) documents of title to which are deposited by a Depositor with the Depository or a clearing house and are registered in the name of the Depository or a clearing house (or its nominees); and (b) which are transferable by way of book-entry in the Depository Register and not by way of an instrument of transfer.
“business day”	Shall have the meaning ascribed to it in the Statutes and the provisions of the listing rules of the Designated Stock Exchange.
“Chairman” or “chairman”	The chairman of the Directors or the chairman of the Annual General Meeting or General Meeting as the case may be.
“clearing house”	A clearing house recognized by the laws of the jurisdiction in which the shares of the Company are listed or quoted on the stock exchange in such jurisdiction.
“close associate”	Shall have the meaning attributed to it in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
“Company”	The abovenamed company by whatever name from time to time called.
“Constitution” or “Regulations”	This Constitution or other regulations of the Company for the time being in force.
“Depositor”	A Direct Account Holder or a Depository Agent but does not include a sub-account holder.

“Depository”	The Central Depository (Pte) Limited or any other corporation approved by the Monetary Authority of Singapore as a depository company or corporation for the purposes of the SFA, which operates the Central Depository System for the holding and transfer of book-entry securities.
“Depository Agent”	<p>A member of the Singapore Exchange Securities Trading Limited, a trust company (licensed under the Trust Companies Act, Chapter 336), a bank (licensed under the Banking Act, Chapter 19), any merchant bank approved as a financial institution under the Monetary Authority of Singapore Act, Chapter 186, or any other person or body approved by the Depository who or which:</p> <ul style="list-style-type: none"> (a) performs services as a depository agent for sub-account holders in accordance with the terms of a depository agent agreement entered into between the Depository and the Depository Agent; (b) deposits book-entry securities with the Depository on behalf of the sub-account holders; and (c) establishes an account in its name with the Depository.
“Depository Register”	A register maintained by the Depository or a clearing house in respect of book-entry securities.
“Designated Stock Exchange”	The Singapore Exchange Securities Trading Limited for so long as the shares of the Company are listed and quoted on the Singapore Exchange Securities Trading Limited, The Stock Exchange of Hong Kong Limited for so long as the shares of the Company are listed and traded on The Stock Exchange of Hong Kong Limited and/or such other stock exchange in respect of which the shares of the Company are listed or quoted.
“Direct Account Holder”	A person who has a securities account directly with the Depository or a clearing house and not through a Depository Agent.
“Directors” or the “Board of Directors”	The directors of the Company for the time being, or such number of them as have authority to act for the Company, and includes any person duly appointed and acting for the time being as an alternate Director.
“electronic communication”	Shall have the meaning ascribed to it in the Act.

“General Meeting”	A general meeting of the Company.
“Hong Kong dollars”	The lawful currency for the time being of Hong Kong.
“Hong Kong”	The Hong Kong Special Administrative Region of The People’s Republic of China.
“in writing” and “written”	Written or produced by any substitute for writing or partly one and partly the other, and includes (except where otherwise expressly specified in this Constitution or the context otherwise requires, and subject to any limitations, conditions or restrictions contained in the Act) printing, lithography, typewriting and any other mode of representation or reproducing words, symbols or other information which may be displayed in a visible form, whether in a physical document or in an electronic communication or form or otherwise.
“market day”	A day on which the Designated Stock Exchange is open for trading of securities.
“Managing Director”	Any person appointed by the Directors to be managing director or executive chairman of the Company and the expression “Managing Director” shall include any equivalent appointment(s) howsoever described.
“member”	A registered member of the Company.
“month”	Calendar month.
“Office”	The registered office of the Company for the time being. “Ordinary
Resolution”	Shall have the meaning ascribed to it in the Act.
“ordinary shares”	Ordinary shares of the Company.
“paid”	Paid or credited as paid.
“Register of Members”	The Company’s principal register of members and where applicable, any branch register of members to be maintained at such place within or outside Singapore as the Directors shall determine from time to time.

“Registration Office”	In respect of any class of share capital, such place as the Directors may from time to time determine to keep a branch register of members in respect of that class of share capital and where (except in cases where the Directors otherwise directs) the transfers or other documents or titles for such class of share capital are to be lodged for registration and are to be registered.
“relevant intermediary”	Shall have the meaning ascribed to it in the Act.
“Seal”	The common seal of the Company.
“Secretary”	Any person appointed by the Directors to perform the duties of the secretary or where two (2) or more persons are appointed to act as secretaries any one (1) of those persons.
“Securities Account”	The securities account maintained by a Depositor with the Depository or a clearing house.
“SFA”	Securities and Futures Act, Chapter 289 of Singapore, as amended, supplemented or otherwise modified from time to time.
“S\$”	The lawful currency of Singapore.
“Special Resolution”	Shall have the meaning ascribed to it in the Act.
“Statutes”	The Act, the SFA and every other written law or regulations for the time being in force concerning companies and affecting the Company (including but not limited to the Companies Ordinance (Chapter 622) of the Laws of Hong Kong and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32) of the Laws of Hong Kong) and any reference to any provision as so amended, supplemented or otherwise modified from time to time.
“year”	Calendar year.

References in this Constitution to “holder(s)” of shares or any class of shares shall:

- (a) exclude the Depository or a clearing house (or its nominee(s)), except where otherwise expressly provided for in this Constitution or where the term “registered holder(s)” is in use in this Constitution;
- (b) where the context so requires, be deemed to include references to Depositors whose names are entered in the Depository Register in respect of those shares; and

- (c) except where expressly provided in this Constitution, exclude the Company in relation to shares held by it as treasury shares,

and “holding” and “held” shall be construed accordingly.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include corporations.

The expression “clear days’ notice” shall, for the purposes of calculating the number of days necessary before a notice is served or deemed to be served, be exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given.

Subject as aforesaid, any words or expression defined in the Act or the Interpretation Act, Chapter 1, of Singapore shall (if not inconsistent with the subject or context) bear the same meanings in this Constitution.

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of this Constitution.

AUTHORIZED SHARE CAPITAL

3. (A) The Company does not have an authorised share capital and the shares do not have par value.
- (B) No shares shall be issued to bearer.

REPURCHASE OF COMPANY’S SHARES

- 3A. (A) The Company may purchase or otherwise acquire its issued shares or purchase for redemption a redeemable share either out of or otherwise than out of its distributable profits or the proceeds of a fresh issue of shares subject to and in accordance with the provisions of the Statutes (including the Act) and any applicable listing rules of the Designated Stock Exchange (hereafter, the “**Relevant Laws**”), on such terms and in such manner as it may from time to time think fit, and subject to such conditions as the Company may in General Meeting prescribe in accordance with the Relevant Laws. Subject to any Relevant Laws, any shares purchased or acquired by the Company as aforesaid shall be deemed to be cancelled immediately on purchase or acquisition by the Company.

- (B) On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with the Relevant Laws. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to these Regulations and the Statutes, the number of issued shares of the Company shall be diminished by the number of shares so cancelled, and, where any such cancelled share was purchased or acquired out of the capital of the Company, the amount of share capital of the Company shall be reduced accordingly.
- (C) Where the Company purchases for redemption a redeemable share, purchase 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 members in General Meeting, either generally or with regard to specific purchases. If purchases are by tender, tenders shall be available to all members alike.

ISSUE OF SHARES

- 4. (A) Subject to and in accordance with the Statutes and this Constitution, no shares may be issued by the Directors without the prior approval of the Company in General Meeting pursuant to Section 161 of the Act, but subject thereto and the terms of such approval, and to Regulation 5, and to any special rights attached to any shares for the time being issued, the Directors may allot (with or without conferring a right of renunciation) or grant options over or otherwise dispose of the same to such persons on such terms and conditions and for such consideration and at such time and whether or not subject to the payment of any part of the amount thereof in cash or otherwise as the Directors may think fit, and any shares may, subject to compliance with Sections 70 and 75 of the Act, be issued with such preferential, deferred, qualified or special rights, privileges, conditions or restrictions, whether as regards dividend, return of capital, participation in surplus assets and profits, voting, conversion or otherwise, as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors in accordance with the Act, Provided Always that no options shall be granted over unissued shares except in accordance with the Act and the listing rules of the Designated Stock Exchange.
- (B) The Directors may, at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder, recognize a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.
- (C) Except so far as otherwise provided by the conditions of issue or by this Constitution, all new shares shall be issued subject to the provisions of the Statutes and this Constitution with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture or otherwise.

(D) Notwithstanding Regulation 4(A), the Company may by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to:

- (a) (i) issue shares whether by way of rights, bonus or otherwise; and/or
- (ii) make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and
- (b) (notwithstanding that the authority conferred by the Ordinary Resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the Ordinary Resolution was in force,

Provided That:

- (1) the aggregate number of shares to be issued pursuant to the Ordinary Resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the Ordinary Resolution) shall be subject to such limits and manner of calculation as may be prescribed by the Designated Stock Exchange;
- (2) in exercising the authority conferred by the Ordinary Resolution, the Company shall comply with the provisions of the listing rules of the Designated Stock Exchange for the time being in force (unless such compliance is waived by the Designated Stock Exchange) and this Constitution; and
- (3) (unless previously revoked or varied by the Company in General Meeting), the authority conferred by the Ordinary Resolution shall not continue in force beyond the conclusion of the Annual General Meeting of the Company next following the passing of the Ordinary Resolution, or the date by which such Annual General Meeting of the Company is required by law to be held, or the expiration of such other period as may be prescribed by the Statutes (whichever is the earliest).

(E) Except as herein provided, no person shall exercise any rights or privileges of a member until he is registered in the Register of Members or (as the case may be) the Depository Register, as a member or (as the case may be) a Depositor, and shall have paid all calls and other moneys due for the time being on every share held by him.

4A. The Company shall not have any treasury share.

5. (A) Subject to any direction to the contrary that may be given by the Company in General Meeting or except as permitted under the listing rules of the Designated Stock Exchange, all new shares shall before issue be offered to such persons who as at the date (as determined by the Directors) of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Regulation.
- (B) Subject to the Statutes and the provisions of the listing rules of the Designated Stock Exchange, the Company may, notwithstanding Regulation 5(A) above, authorise the Directors not to offer new shares to members to whom by reason of foreign securities laws, such offers may not be made without registration of the shares or a prospectus or other document, but to sell the entitlements to the new shares on behalf of such members on such terms and conditions as the Company may direct.
6. The Company may exercise the power of paying commissions in respect of subscription for shares which is conferred by the Act to the full extent thereby permitted, Provided Always that the amount or rate of the commissions paid or agreed to be paid and the number of shares to be subscribed for absolutely shall be disclosed in the manner required by the Act, in the relevant prospectus, statement, circular or notice as the case may be. Such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful subject to disclosure of the amount or rate thereof in the manner required by the Act in the relevant prospectus, statement, circular or notice as the case may be.
7. Where any shares 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 that share capital as is for the time being paid up for the period and charge the same to capital as part of the cost of the construction of the works or buildings or the provision of the plant subject to the conditions and restrictions mentioned in the Act.

8. (A) Subject to such limitations as may be prescribed by the Designated Stock Exchange, the rights attached to shares issued upon special conditions shall be clearly defined in the Constitution and the rights attaching to shares of a class other than ordinary shares shall be expressed. Preference shares may be issued subject to such limitation thereof as may be prescribed by the Designated Stock Exchange. In the event of preference shares being issued, the total number of issued preference shares shall not at any time exceed the total number of issued ordinary shares and preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance-sheets and attending General Meetings of the Company, and preference shareholders shall also have the right to vote at any General Meeting convened for the purpose of reducing capital or winding-up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the General Meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six (6) months in arrear.
- (B) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.
- (C) The Company may issue shares for which no consideration is payable to the Company.
- (D) There is no power to freeze or otherwise impair any of the rights attaching to any share by reason only that the person or persons who are interested directly or indirectly therein have failed to disclose their interests to the Company.

VARIATION OF RIGHTS

9. (A) Whenever the share capital of the Company is divided into different classes of shares, the variation or abrogation of the special rights attached to any class may, subject to the provisions of the Act and the listing rules of the Designated Stock Exchange, be made either with the consent in writing of the holders of three-quarters of the total number of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so made either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General Meeting all the provisions of this Constitution relating to General Meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that the necessary quorum (other than an adjourned meeting) shall be two (2) or more persons holding at least one-third of the total number of the issued shares of the class present in person or by proxy or attorney and that any holder of shares of the class present in person or by proxy or attorney may demand a poll, Provided Always that where the necessary majority for such a Special Resolution is not obtained at such General Meeting, the consent in writing, if obtained from the holders of three-quarters of the total number of the issued shares of the class concerned within two (2) months of such General Meeting, shall be as valid and effectual as a Special Resolution carried at such General Meeting.

- (B) The provisions in Regulation 9(A) shall mutatis mutandis apply to any repayment of preference capital (other than redeemable preference capital) and any variation or abrogation of the rights attached to preference shares or any class thereof.
- (C) The rights attached to any class of shares having preferential rights or other rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects pari passu therewith but in no respect in priority thereto.

ALTERATION OF SHARE CAPITAL

- 10. The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
- 11. (A) The Company may by Ordinary Resolution:
 - (a) consolidate and divide all or any of its share capital;
 - (b) 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 or which have been forfeited, and diminish the amount of its share capital by the amount of the shares so cancelled;
 - (c) subject to the provisions of the Statutes and the listing rules of the Designated Stock Exchange, sub-divide its shares, or any of them, so however that the proportion of the amount paid to the amount unpaid (if any) on each sub-divided share is the same as on the original share from which it was derived; and the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one (1) or more of the shares may, as compared with the others, have any such preferred, deferred, qualified or other special rights, or be subject to any such restrictions, as the Company has the authority to attach to new shares; and/or
 - (d) subject to the provisions of this Constitution and the Act, convert its share capital or any class of shares from one currency to another,

Provided Always that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”.

- (B) The Company may, subject to the provisions of the Statutes, convert one class of shares into another class of shares.

12. The Company may reduce its share capital or any other undistributable reserve in any manner permitted, and with, and subject to, any incident authorised, and consent or confirmation required, by law.

SHARE CERTIFICATES

13. (A) Every share certificate shall be issued under the Seal (or by the signatures of authorised persons in the manner set out under the Act as an alternative to sealing) and shall bear the facsimile signatures or the autographic signatures at least of one (1) of the Directors and the Secretary or such other person as may be authorised by the Directors, and shall specify the number and class of the shares to which it relates, whether the shares are fully paid or partly paid up, and the amount (if any) unpaid thereon. The facsimile signatures may be reproduced by mechanical or other means provided the method of reproducing signatures has first been approved by the Directors of the Company. No certificate shall be issued representing shares of more than one (1) class.
- (B) The provisions in this Regulation and in Regulations 14 to 17 (so far as they are applicable) shall not apply to transfer of book-entry securities.
14. (A) The Company shall not be bound to register more than four (4) persons as registered joint holders of a share except in the case of executors, trustees or administrators of the estate of a deceased member.
- (B) In the case of a share registered jointly by several persons, the Company shall not be bound to issue more than one (1) certificate therefor and delivery of a certificate to any one (1) of the registered joint holders shall be sufficient delivery to all.
- (C) Only one (1) share certificate shall be issued in respect of any share.
15. Every person whose name is entered as a member in the Register of Members shall be entitled, within ten (10) market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the closing date of any application of shares or the date of lodgement of a registrable transfer or on a transmission of shares (as the case may be), to one (1) certificate for all his shares of any one (1) class or to several certificates in reasonable denominations each for a part of the shares so allotted or transferred. Where a charge is made for certificates, such charge shall not exceed S\$2.00 for each new certificate or such other fee as the Directors may from time to time determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange.

16. (A) Where a member transfers part only of the shares comprised in a certificate or where a member requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner, the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares (in the case of transfer) and the whole of such shares (in the case of sub-division) shall be issued in lieu thereof and the member shall pay (in the case of sub-division) a maximum fee of S\$2.00 for each new certificate or such other fee as the Directors may from time to time determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange. Where some only of the shares comprised in a share certificate are transferred, the new certificate for the balance of such shares shall be issued in lieu thereof without charge.
- (B) Any two (2) or more certificates representing shares of any one (1) class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu thereof without charge.
17. (A) Subject to the provisions of the Statutes, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a written indemnity (if required) being given by the member, transferee, person entitled, purchaser, member firm or member company of the Designated Stock Exchange or on behalf of its or their client or clients as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation as may be prescribed by the Designated Stock Exchange) as the Directors may from time to time require. In the case of destruction, loss or theft, a member or person entitled to, and to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.
- (B) Where shares are registered jointly in the names of several persons, any such request may be made by any one (1) of the registered joint holders.

CALL ON SHARES

18. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be made payable by instalments.
19. Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Directors may determine.

20. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding eight per cent. (8%) per annum) as the Directors may determine but the Directors shall be at liberty in any case or cases to waive payment of such interest in whole or in part.
21. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In the case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
22. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
23. (A) The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is made and upon the moneys so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding eight per cent. (8%) per annum unless the Company in General Meeting otherwise directs) as the member paying such sum and the Directors may agree. Capital paid on shares in advance of calls shall not, whilst bearing interest, confer a right to participate in profits subsequently declared and until appropriated towards satisfaction of any call shall be treated as a loan to the Company and not as part of its capital and shall be repayable at any time if the Directors so direct.

(B) The Directors may apply all dividends which may be declared in respect of any shares in payment of any calls made or instalments payable and which may remain unpaid in respect of the same shares.

FORFEITURE AND LIEN

24. If a member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter 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 thereon and any expenses incurred by the Company by reason of such non-payment.
25. The notice shall name a further day (not being less than 14 days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call has been made will be liable to be made forfeit.

26. (A) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be made forfeit by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeit share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be made forfeit hereunder.
- (B) Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture, upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.
27. A share so made forfeit or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposal, the forfeiture or surrender may be cancelled on such terms as the Directors shall think fit. The Directors may, if necessary, authorize some person to transfer a share so made forfeit or surrendered to any such other person as aforesaid.
28. A member whose shares have been made forfeit or surrendered shall cease to be a member in respect of such shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of such shares with interest thereon at eight per cent. (8%) per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of such shares at that time of forfeiture or surrender or waive payment in whole or in part.
29. The Company shall have a first and paramount lien on every share (not being a fully paid share) and dividends from time to time declared in respect of such shares. Such lien shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay in respect of the shares of the member or deceased member. The Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Regulation.

30. (A) The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share(s) or the person entitled (if any) to effect a transmission of the share(s) and who shall have produced to the Company satisfactory evidence of such capacity and default in payment shall have been made by him or them 14 days after such notice, Provided Always that if a member shall have died or become mentally disordered and incapable of managing himself or his affairs or bankrupt, and no person shall have given to the Company satisfactory proof of his right to effect a transmission of the shares held by such member the Directors may exercise such power of sale without serving any such notice.
- (B) In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon the member or other person who prior to such forfeiture or sale was entitled thereto shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold.
31. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities (including any unpaid calls and accrued interest and expenses) and any residue shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assigns or as he may direct. For the purpose of giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser.
32. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly made forfeit or surrendered or sold to satisfy a lien of the Company 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. Such declaration and the receipt by the Company of the consideration (if any) given for the share on the sale, re-allotment, or disposal thereof together with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, the Depository Register) or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share, or where such person is a Depositor, the Company shall procure that his name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see 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 relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

33. (A) All transfers of shares shall be effected by written instruments of transfer in the form for the time being approved by the Directors and the Designated Stock Exchange.
- (B) All transfers of the legal title in shares may be effected by the registered holders thereof by transfer in writing in the form for the time being approved by the Designated Stock Exchange upon which the Company may be listed or where such approved form is not available, any other form acceptable to the Directors. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed, Provided That an instrument of transfer in respect of which the transferor or transferee is the Depository or clearing house (or its nominee(s)) shall be effective although not sighted or witnessed by or on behalf of the Depository or clearing house (or its nominee(s)). The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members or Depository Register (as the case may be) in respect thereof.
- (C) No shares shall in any circumstances be transferred to any infant, bankrupt or person who is mentally disordered and incapable of managing himself or his affairs.
34. The Registers of Members and of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, Provided Always that such Registers shall not be closed for more than 30 days in any year, and that the Company shall give prior notice of each such closure, as may be required, to the Designated Stock Exchange, stating the period and purpose or purposes for which such closure is made.
35. (A) There shall be no restriction on the transfer of fully paid up shares (except where required by law or by the rules, bye-laws or listing rules of the Designated Stock Exchange) but the Directors may in their discretion decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve (to the extent permitted by the Designated Stock Exchange), Provided Always that in the event of the Directors refusing to register a transfer of shares, the Company shall within ten (10) market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Statutes.

- (B) The Directors may decline to register any instrument of transfer unless:
- (a) such fee not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require is paid to the Company in respect thereof;
 - (b) the instrument of transfer, duly stamped in accordance with any law for the time being in force relating to stamp duty, is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if stamp duty is payable on such instrument of transfer in accordance with any law for the time being in force relating to stamp duty), the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do; and
 - (c) the instrument of transfer is in respect of only one (1) class of shares.
36. All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same except in the case of fraud.
37. (A) The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six (6) years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of six (6) years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six (6) years from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, Provided Always that:
- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

- (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Regulation; and
 - (c) references herein to the destruction of any document include references to the disposal thereof in any manner.
- (B) Subject to, and in accordance with, the Statutes and any applicable listing rules of the Designated Stock Exchange and unless the Directors otherwise agree (which agreement may be on such terms and subject to such conditions as the Directors in its absolute discretion may from time to time determine, and which agreement the Directors shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register of Members shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register of Members or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register of Members, at the Office or such other place at which the Register of Members is kept in accordance with the Statutes.

TRANSMISSION OF SHARES

38. (A) In the case of the death of a member whose name is registered in the Register of Members, the survivors or survivor, where the deceased is a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
- (B) In the case of the death of a member who is a Depositor, the survivors or survivor, where the deceased is a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder and where such executors or administrators are entered into the Depository Register in respect of any shares to the deceased member, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
- (C) Nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

39. (A) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member and any guardian of an infant becoming entitled to the legal title in a share and whose name is entered in the Register of Members or the Depository Register (as the case may be), and any person who properly has the management of the estate of a member whose name is entered in the Register of Members or the Depository Register (as the case may be) and who is mentally disordered and incapable of managing himself or his affairs may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, elect either to be registered himself as holder of the share or to have another person nominated by him registered as the transferee thereof. The Directors shall, in any case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by a member.
- (B) If the person so becoming entitled elects 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 elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of this Constitution 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 event upon which transmission took place had not occurred and the notice or transfer were a transfer executed by such member.
40. (A) Save as otherwise provided by or in accordance with this Constitution, a person becoming entitled to a share by transmission (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share.
- (B) The Directors may at any time give notice requiring any person entitled to a share by transmission to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days the Directors may thereafter withhold payment of all dividends, or other moneys payable in respect of the share until the requirements of the notice have been complied with.
41. There shall be paid to the Company in respect of the registration of any probate or letters of administration or certificate of death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members or the Depository Register (as the case may be) affecting the title to any shares such fee not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange) as the Directors may from time to time require.

CENTRAL DEPOSITORY SYSTEM

42. A reference to a member shall be a reference to a registered holder of shares in the Company, or where such registered holder is the Depository or a clearing house, the Depositors on behalf of whom the Depository or a clearing house holds the shares, Provided That:
- (a) except as required by the Statutes or law, a Depositor shall only be entitled to attend any General Meeting and to speak and vote thereat if his name appears on the Depository Register maintained by the Depository or a clearing house 72 hours before the General Meeting as a Depositor on whose behalf the Depository or a clearing house holds shares in the Company, the Company being entitled to deem each such Depositor, or each proxy or proxies of a Depositor who is to represent the entire balance standing to the Securities Account of the Depositor, to represent such number of shares as is actually credited to the Securities Account of the Depositor as at such time, according to the records of the Depository or a clearing house as supplied by the Depository or a clearing house to the Company, and where a Depositor has apportioned the balance standing to his Securities Account between such number of proxies, to apportion the said number of shares between the proxies in the same proportion as previously specified by the Depositor in appointing the proxies; and accordingly no instrument appointing a proxy of a Depositor shall be rendered invalid merely by reason of any discrepancy between the proportion of Depositor's shareholding specified in the instrument of proxy, or where the balance standing to a Depositor's Securities Account has been apportioned between such number of proxies the aggregate of the proportions of the Depositor's shareholding they are specified to represent, and the true balance standing to the Securities Account of a Depositor as at the time of the General Meeting, if the instrument is dealt with in such manner as is provided above;
 - (b) the payment by the Company to the Depository or a clearing house of any dividend payable to a Depositor shall to the extent of the payment discharge the Company from any further liability in respect of the payment;
 - (c) the delivery by the Company to the Depository or a clearing house of provisional allotments or share certificates in respect of the aggregate entitlements of Depositors to new shares offered by way of rights issue or other preferential offering or bonus issue shall to the extent of the delivery discharge the Company from any further liability to each such Depositor in respect of his individual entitlement; and
 - (d) the provisions in this Constitution relating to the transfers, transmissions or certification of shares shall not apply to the transfer of book-entry securities (as defined in the Statutes).

EXCLUSION OF EQUITIES

43. Except as required by the Statutes or law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognize (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 (except only as by this Constitution or by the Statutes or law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder (other than the Depository or its nominee (as the case may be)) and nothing in this Constitution contained relating to the Depository or a clearing house or to Depositors or in any depository agreement made by the Company with any common depository for shares shall in any circumstances be deemed to limit, restrict or qualify the above.

STOCK

44. The Company may from time to time 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.
45. 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 previous to conversion have been transferred (or as near thereto as circumstances admit) but no stock shall be transferable except in such units as the Directors may from time to time determine.
46. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage, and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

GENERAL MEETINGS

47. Save as otherwise permitted under the Act, an Annual General Meeting shall be held once in every year, at such time (within a period of not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors (subject to the listing rules of the Designated Stock Exchange). If required by the listing rules of the Designated Stock Exchange, all General Meetings shall be held in Singapore, unless prohibited by relevant laws and regulations of the jurisdiction of the Company's incorporation, or unless such requirement is waived by the Designated Stock Exchange. All other General Meetings shall be called Extraordinary General Meetings. The interval between the close of a financial year of the Company and the date of the Company's Annual General Meeting shall not exceed four (4) months or such other period as may be prescribed by the Act and the listing rules of the Designated Stock Exchange or other legislation applicable to the Company from time to time.
48. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting, or in default, the Extraordinary General Meeting may be convened by such requisitionists, including members holding a minority stake in the Company which have shareholdings not less than 10 per cent. (10%) of the total number of paid-up shares as at the date of the requisition carries the right of voting at General Meetings.

NOTICE OF GENERAL MEETINGS

49. Subject to such other minimum period as may be specified in the Statutes from time to time, an Annual General Meeting shall be called by notice of not less than 21 clear days or 20 clear business days (whichever is longer) and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution shall be called by notice of not less than 21 clear days or 20 clear business days (whichever is longer). All other Extraordinary General Meetings may be called by notice of not less than 14 clear days or ten (10) clear business days (whichever is longer). The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held and shall be given in the manner hereinafter mentioned to all members other than such as are not under the provisions of this Constitution entitled to receive such notices from the Company, Provided That a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:
- (a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat; and
 - (b) in the case of an Extraordinary General Meeting by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. (95%) of the total voting rights of all the members having a right to vote thereat,

Provided Also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting. At least 14 clear days' or 10 clear business days' (whichever is longer) notice (excluding the date of notice and the date of meeting) of any General Meeting shall be given by advertisement in the daily press and in writing to the Designated Stock Exchange, Provided Always that in the case of any Extraordinary General Meeting at which it is proposed to pass a Special Resolution and in the case of an Annual General Meeting, at least 21 clear days' or 20 clear business days' (whichever is longer) notice in writing (excluding the date of notice and the date of meeting) of such General Meeting shall be given by advertisement in the daily press and in writing to the Designated Stock Exchange.

50. (A) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a member of the Company.
 - (B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.
 - (C) In the case of any General Meeting at which business other than routine business (“**special business**”) is to be transacted, the notice shall specify the general nature of such business, and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.
51. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:
- (a) declaring dividends;
 - (b) receiving and adopting the financial statements, the Directors' statement, the Auditors' report and other documents required to be attached or annexed to the financial statements;
 - (c) electing or re-electing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;
 - (d) appointing Auditors or re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Company in General Meeting);
 - (e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed; and
 - (f) fixing the Directors fees.

52. Any notice of a General Meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business.

PROCEEDINGS AT GENERAL MEETINGS

53. The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any meeting neither be present within five (5) minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one (1) of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one (1) of their number) to be chairman.
54. No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two (2) members present in person or by proxy, Provided That (i) a proxy representing more than one (1) member shall only count as one (1) member for purpose of determining if the quorum aforesaid is present and (ii) where a member is represented by more than one (1) proxy, such proxies of such member shall only count as one (1) member for purpose of determining if the quorum aforesaid is present. In addition, for the purpose of determining a quorum, joint holders of any share shall be treated as one (1) member. A corporation or limited liability partnership being a member shall be deemed to be personally present if represented in accordance with the provisions of Regulation 74.
55. If within 30 minutes from the time appointed for a General Meeting (or such longer interval as the chairman may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday then to the next business day following that public holiday) at the same time and place or such other day, time or place as the Directors may by not less than ten (10) days' notice appoint.
56. The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or sine die, not less than seven (7) days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.

57. Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
58. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
59. (A) If required by the listing rules of the Designated Stock Exchange, all resolutions put to the vote at any General Meeting shall be decided by way of poll (unless such requirement is waived by the Designated Stock Exchange). If any votes be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same General Meeting or at any adjournment thereof and not in any case unless it shall in the opinion of the chairman be of sufficient magnitude.
- (B) Subject as otherwise provided in this Constitution, at any General Meeting a resolution put to the vote at any General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- (a) the chairman; or
 - (b) not less than five (5) members present in person or by proxy or by authority or in the case of a corporation by a representative and entitled to vote; or
 - (c) any member or members present in person or by proxy or by authority or in the case of a corporation by a representative, holding or representing as the case may be not less than five per cent. (5%) of the total voting rights of all the members having the right to vote at the General Meeting; or
 - (d) any member or members present in person or by proxy or by authority or in the case of a corporation by a representative, holding or representing as the case may be shares in the Company conferring a right to vote at the General Meeting being shares on which an aggregate sum has been paid up equal to not less than five per cent. (5%) of the total sum paid on all the shares conferring that right,

Provided Always that no poll shall be demanded on the election of the chairman or on a question of adjournment. A poll on any other question shall be taken either immediately or at such subsequent time (not being more than 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. A demand for a poll may be withdrawn only with the approval of the General Meeting.

60. Unless a poll is required, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets or electronic means) as the chairman may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman may (and if required by the listing rules of the Designated Stock Exchange or if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
61. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.
62. After the chairman shall have declared the General Meeting to be over and shall have left the chair no business or question shall under any pretext whatsoever be brought forward or discussed.

VOTES OF MEMBERS

63. (A) Subject to any special rights, privileges or restrictions as to voting attached by or in accordance with this Constitution to any class of shares, each member entitled to vote may vote in person or by proxy.
- (B) On a show of hands every member who is present in person or by proxy shall have one (1) vote Provided That:
 - (a) in the case of a member who is not a relevant intermediary or a clearing house (or its nominee(s)) and who is represented by two (2) proxies, only one (1) of the two (2) proxies as determined by that member or, failing such determination, by the chairman (or by a person authorised by him) in his sole discretion shall be entitled to vote on a show of hands; and
 - (b) in the case of a member who is a relevant intermediary or a clearing house (or its nominee(s)) and who is represented by two (2) or more proxies, each proxy shall be entitled to vote on a show of hands.
- (C) On a poll every member who is present in person or by proxy shall have one (1) vote for every share of which he holds or represents.

- (D) For the purposes of determining the number of votes which a member, being a Depositor, or his proxy or proxies may cast at any General Meeting on a poll, the references to shares held or represented shall, in relation to shares of that Depositor, be the number of shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting as certified by the Depository or a clearing house to the Company. A member who is bankrupt shall not, while his bankruptcy continues, be entitled to exercise his rights as a member, or attend, vote or act at any meeting of the Company.
- (E) Where the Company has knowledge that any member is, under the listing rules of the Designated Stock Exchange, required to abstain from voting on any particular resolution of the Company or restricted to voting only for or only against any particular resolution of the Company, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.
64. In the case of joint holders of a share, any one (1) of such persons may vote and be reckoned in a quorum at any General Meeting either personally or by proxy as if he was solely entitled thereto, but if more than one (1) of such persons is present at a meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members or, as the case may be, the order in which the names appear in the Depository Register in respect of the joint holding. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Regulation be deemed joint holders thereof.
65. Where in Singapore or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such member, to vote in person or by proxy at any General Meeting, or to exercise any other right conferred by membership in relation to meetings of the Company.
66. No member shall be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum payable by him to the Company in respect of such shares remains unpaid.
67. No objection shall be raised as to the admissibility of any vote except at the General Meeting or adjourned General Meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such General Meeting shall be valid for all purposes. Any such objection shall be referred to the chairman whose decision shall be final and conclusive.

68. On a poll, votes may be given either personally or by proxy and a person entitled to more than one (1) vote need not use all his votes or cast all the votes he uses in the same way.
69. (A) Save as otherwise provided in the Statutes:
- (a) a member who is not a relevant intermediary or a clearing house (or its nominee(s)) may appoint not more than two (2) proxies to attend, speak and vote at the same General Meeting. Where such member's form of proxy appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy. If no proportion is specified, the Company shall be entitled to treat the first named proxy as representing the entire number of shares entered against his name in the Depository Register and any second named proxy as an alternate to the first named or at the Company's option to treat the instrument of proxy as invalid; and
 - (b) a member who is a relevant intermediary or a clearing house (or its nominee(s)) may appoint more than two (2) proxies to attend, speak and vote at the same General Meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the instrument of proxy.
- (B) (a) In any case where a member is a Depositor, the Company shall be entitled and bound:
- (i) to reject any instrument of proxy lodged by that Depositor if he is not shown to have any shares entered against his name in the Depository Register as at 72 hours before the time of the General Meeting as certified by the Depository or a clearing house to the Company; and
 - (ii) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered into against the name of that Depositor in the Depository Register as at 72 hours before the time of the General Meeting as certified by the Depository or a clearing house to the Company, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.
- (b) The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.

(C) A proxy need not be a member of the Company.

70. (A) An instrument appointing a proxy for any member shall be in writing in any usual or common form or in any other form which the Directors may approve (Provided That this shall not preclude the use of the two-way form) and:

(a) in the case of an individual member shall be:

- (i) signed by the member or his attorney duly authorised in writing if the instrument of proxy is delivered personally or sent by post; or
- (ii) authorised by the member through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication; and

(b) in the case of a member which is a corporation shall be:

- (i) either given under its common seal (or by the signatures of authorised persons in the manner set out under the Act as an alternative to sealing) or signed on its behalf by an attorney duly authorised in writing or a duly authorized officer of the corporation if the instrument of proxy is delivered personally or sent by post; or
- (ii) authorised by the corporation through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication.

The Directors may, for the purposes of these Regulations 70(A)(a)(ii) and 70(A)(b)(ii), designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

(B) The signatures on, or authorisation of, such instrument need not be witnessed. Where an instrument appointing a proxy is signed or authorised on behalf of a member (which shall, for purposes of this paragraph include a Depositor) by an attorney, the letter or power of attorney or a duly certified copy thereof shall (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Regulation 71, failing which the instrument of proxy may be treated as invalid.

(C) The Directors may, in their absolute discretion:

- (a) approve the method and manner for an instrument appointing a proxy to be authorised; and
- (b) designate the procedure for authenticating an instrument appointing a proxy,

as contemplated in Regulations 70(A)(a)(ii) and 70(A)(b)(ii) for application to such members or class of members as they may determine. Where the Directors do not so approve and designate in relation to a member (whether of a class or otherwise), Regulation 70(A)(a)(i) and/or Regulation 70(A)(b)(i) (as the case may be) shall apply.

71. (A) An instrument appointing a proxy or the power of attorney or other authority, if any:

- (a) if sent personally or by post, must be left at the Office or Registration Office or such other place (if any) as is specified for the purpose in or by way of note to or in any document accompanying the notice convening the General Meeting; or
- (b) if submitted by electronic communication, must be received through such means as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the General Meeting,

and in either case not less than 72 hours before the time appointed for the holding of the General Meeting or adjourned General Meeting (or in the case of a poll before the time appointed for the taking of the poll), and in default shall not be treated as valid. The deposit of an instrument appointing a proxy does not preclude the member concerned from attending and voting in person at the General Meeting, as well as for any adjournment of the General Meeting to which it relates. In such an event, the appointment of the proxy or proxies is deemed to be revoked by the member concerned at the point when the member attends the General Meeting.

(B) The Directors may, in their absolute discretion, and in relation to such members or class of members as they may determine, specify the means through which instruments appointing a proxy may be submitted by electronic communications, as contemplated in Regulation 71(A)(b). Where the Directors do not so specify in relation to a member (whether of a class or otherwise), Regulation 71(A)(a) shall apply.

(C) The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the General Meeting as for the meeting to which it relates, Provided That an instrument of proxy relating to more than one (1) meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

72. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, to move any resolution or amendment thereto and to speak at the meeting.
73. (A) A vote cast by proxy in accordance with the terms of an instrument of proxy (which for the purposes of this Constitution shall also include a power of attorney) shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made or the transfer of the share in respect of which the proxy is given, Provided That no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office or Registration Office (or such other place as may be specified for the deposit of instruments appointing proxies) at least one (1) hour before the commencement of the General Meeting or adjourned General Meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.
- (B) Subject to this Constitution and the Statutes, the Directors may, at their sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow members who are unable to vote in person at any General Meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail or facsimile.
- (C) If a clearing house (or its nominee(s)), being a corporation, is a member, it may authorise such persons as it thinks fit to act as its representatives or proxies at any General Meeting of the Company or at any meeting of any class of members Provided Always that, if more than one (1) person is so authorised, the authorisation or proxy form shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Regulation shall be deemed to have been duly authorised without the need to produce any further documents of title, notarised authorisation and/or other evidence of fact to substantiate that such person is duly authorised, and shall be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)).
- (D) (a) The Company shall keep in one (1) or more books a Register of Members and shall enter therein the following particulars, that is to say:
- (i) the name and address of each member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;
 - (ii) the date on which each person was entered in the Register of Members; and
 - (iii) the date on which any person ceased to be a member.

- (b) The Company may keep an overseas or local or other branch register of members resident in any place, and the Directors may make and vary such regulations as they determine necessary, desirable or expedient in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
- (E) The Register of Members and branch register of members, as the case may be, shall be open to inspection for at least two (2) hours on every business day by members without charge or by any other person, upon a maximum payment of S\$1.00 (or its Hong Kong dollar equivalent based on the prevailing exchange rate as determined by the Directors) or such lesser sum specified by the Directors, at the Office or such other place at which the Register is kept in accordance with the Statutes or, if appropriate, upon a maximum payment of S\$1.00 (or its Hong Kong dollar equivalent based on the prevailing exchange rate as determined by the Directors) or such lesser sum specified by the Directors at the Registration Office. The Register of Members including any overseas or local or other branch register of members may, after notice has been given by advertisement in an appointed newspaper or any other newspapers in accordance with the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole 30 days in each year as the Directors may determine and either generally or in respect of any class of shares.
- (F) Notwithstanding any other provisions of these Regulations, but subject to the listing rules of the Designated Stock Exchange, the Company or the Directors may fix any date as the record date for:
 - (a) determining the members entitled to receive any dividend, distribution, allotment or issue; and/or
 - (b) determining the members entitled to receive notice of and to vote at any General Meeting of the Company.

CORPORATIONS ACTING BY REPRESENTATIVES

74. Any corporation or limited liability partnership which is a member of the Company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of members of the Company. The person so authorized shall be entitled to exercise the same powers on behalf of such corporation or limited liability partnership as the corporation or limited liability partnership could exercise if it were an individual member of the Company and such corporation or limited liability partnership shall for the purposes of this Constitution be deemed to be present (but subject to the Act) in person at any such meeting if a person so authorized is present thereat.

DIRECTORS

75. Subject as hereinafter provided, the Directors, all of whom shall be natural persons, shall not be less than two (2) nor more than 12 in number. The Company may by Ordinary Resolution from time to time vary the maximum number of Directors.
76. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to receive notice of and to attend and speak at General Meetings.
77. The ordinary remuneration of the Directors, which shall from time to time be determined by an Ordinary Resolution of the Company, shall not be increased except pursuant to an Ordinary Resolution passed at a General Meeting where notice of the proposed increase shall have been given in the notice convening the General Meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. The ordinary remuneration of the Directors shall be payable by a fixed sum and not by a commission on or percentage of profits or turnover.
78. Any Director who holds any executive office, or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by way of salary or otherwise as the Directors may determine, Provided That such extra remuneration (in the case of executive Directors) may not include a commission on or a percentage of turnover and (in the case of non-executive Directors) shall be by a fixed sum, and not by a commission on or a percentage of profits or turnover.
79. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or General Meetings or otherwise in or about the business of the Company.
80. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director for the time being holding any executive office and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.

81. (A) Subject to the Statutes and the provisions of the listing rules of the Designated Stock Exchange, other than the office of Auditor, a Director may hold any other office or place of profit under the Company and he or any firm of which he is a member may act in a professional capacity for the Company in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting or entering into any arrangement or transaction with the Company either as vendor, purchaser or otherwise nor shall such contract, arrangement or transaction or any contract, arrangement or transaction entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, arrangement or transaction by reason only of such Director holding that office or of the fiduciary relation thereby established but every Director and Chief Executive Officer (or person(s) holding an equivalent position) shall observe the provisions of the Statutes or listing rules of the Designated Stock Exchange relating to the disclosure of the interests of the Directors and Chief Executive Officers (or person(s) holding an equivalent position) in transactions or proposed transactions with the Company or of any office or property held by a Director or a Chief Executive Officer (or person(s) holding an equivalent position) which might create duties or interests in conflict with his duties or interests as a Director or a Chief Executive Officer (or an equivalent position), as the case may be.
- (B) For the avoidance of doubt, as long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited, an independent non-executive Director or any firm of which he is a member shall not be allowed to act in any professional capacity for the Company during the tenure of his office as an independent non-executive Director and at any time during the twelve (12) months immediately preceding his appointment.
- 81A. (A) A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Directors at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Directors after he knows that he is or has become so interested. For the purposes of this Regulation a general notice to the Directors to the effect that:
- (b) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm, or
 - (c) he is to be regarded as interested in any contract or arrangement, which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Regulation in relation to any such contract or arrangement,

Provided Always that no such notice shall be effective unless either it is (i) given at a meeting of the Directors or the Director takes reasonable steps to secure that it is brought up and read at the next Directors meeting after it is given or (ii) given in accordance with the Statutes.

- (B) Except as would, if the Company was a company incorporated in Hong Kong, be permitted by Section 505 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) as in force at the date of adoption of these Regulations, and except as permitted under the Statutes, the Company shall not directly or indirectly:
- (a) make a loan to a Director or a director of any holding company of the Company or to any of their respective associates (as defined by the listing rules, where applicable, of the Designated Stock Exchange);
 - (b) enter into any guarantee or provide any security in connection with a loan made by any person to a Director or such a director; or
 - (c) if any one (1) or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.

This Regulation 81A(B) shall only have effect for so long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.

- (C) A Director shall not vote (nor be counted in the quorum) on any resolution of the Directors approving any transaction, contract or arrangement or any other proposal in which he or any of his close associates directly or indirectly has a personal material interest. If any question shall arise at any meeting of the Directors as to the materiality of the interest of a Director or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any Director to vote or form part of a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairman (or, where the question relates to the interest of the chairman, to the other Directors at the meeting) and his ruling (or, as appropriate, the ruling of the other Directors) in relation to such other Director (or, as appropriate, the chairman) shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned (or, as appropriate, the chairman) as known to such Director (or, as appropriate, the chairman) has not been fairly disclosed to the Directors. Upon approval by a majority of the independent non-executive Directors, professional advisors at the cost of the Company can be engaged without the need to obtain prior approval from other Directors.

- (D) The provisions of this Regulation may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction by the Company in General Meeting, and any particular contract, arrangement or transaction carried out in contravention of this Regulation may be ratified by Ordinary Resolution of the Company, subject to the Statutes and any applicable laws, Provided That a Director (who is also a member) whose action is being ratified by that Ordinary Resolution shall refrain from voting on that Ordinary Resolution as a member at that General Meeting.
82. (A) The Directors may from time to time appoint one (1) or more of their body to be the Chairman or Deputy Chairman of the Company (whether such appointment is executive or non-executive in nature) or be the holder of any executive office under the Company or under any other company in which the Company is in any way interested (including, where considered appropriate, the office of Chairman or Deputy Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment.
- (B) The appointment of any Director to the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (C) The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.
83. The Directors may entrust to and confer upon any Directors holding any executive office under the Company or any other company as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

MANAGING DIRECTORS

84. The Directors may from time to time appoint one (1) or more of their body to be Managing Director or Managing Directors (or such equivalent positions) of the Company and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their places. Where an appointment is for a fixed term such term shall not exceed five (5) years.

85. A Managing Director (or person holding an equivalent position) shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause, he shall ipso facto and immediately cease to be a Managing Director (or such equivalent position).
86. The remuneration of a Managing Director (or such equivalent position) shall from time to time be fixed by the Directors and may subject to this Constitution be by way of salary or commission or participation in profits or by any or all these modes but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover.
87. A Managing Director (or person holding an equivalent position) shall at all times be subject to the control of the Directors but subject thereto the Directors may from time to time entrust to and confer upon a Managing Director (or person holding an equivalent position) for the time being such of the powers exercisable under this Constitution by the Directors as they may think fit and may confer such powers for such time and to be exercised on such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

88. The Company may by Ordinary Resolution appoint any person to be a Director either as an additional Director or to fill a casual vacancy. Without prejudice thereto the Directors shall also have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number fixed by or in accordance with this Constitution. Any person so appointed by the Directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
89. At each Annual General Meeting, one-third of the Directors for the time being (or, if their number is not a multiple of three (3), as nearly as possible to one-third) shall retire from office by rotation, Provided That each Director shall be subject to retirement and rotation at least once in every three (3) years.
90. The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who is due to retire at the meeting by reason of age or who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by ballot. A retiring Director shall be eligible for re-election.

91. The Company at the General Meeting at which a Director retires under any provision of this Constitution may by Ordinary Resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default, the retiring Director shall be deemed to have been re-elected except in any of the following cases:
- (a) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost; or
 - (b) where such Director has given notice in writing to the Company that he is unwilling to be re-elected or where such Director is disqualified under the Statutes from holding office as Director; or
 - (c) where such Director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds; or
 - (d) where the default is due to the moving of a resolution in contravention of Regulation 92; or
 - (e) where such Director has attained any retiring age applicable to him as Director.

The retirement shall not have effect until the conclusion of the General Meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

92. A resolution for the appointment of two (2) or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it, and any resolution moved in contravention of this provision shall be void.
93. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting unless not less than 11 clear days and not more than 42 days before the date appointed for the meeting there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing signed by the person to be proposed of his willingness to be elected, Provided That in the case of a person recommended by the Directors for election, not less than nine (9) clear days' notice shall be necessary and notice of each and every such person shall be served on the members at least seven (7) days prior to the meeting at which the election is to take place.

94. The office of a Director shall be vacated in any of the following events, namely:
- (a) if he shall cease to be Director by virtue of the Act or become prohibited or disqualified by the Statutes or any other law from acting as a Director; or
 - (b) if (not being a Director holding any executive office for a fixed term) he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer; or
 - (c) if he shall become bankrupt or have a receiving order made against him or shall make arrangement or composition with his creditors generally; or
 - (d) if he becomes of unsound mind or mentally disordered and incapable of managing himself or his affairs, or if in Singapore or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs; or
 - (e) is absent, for a continuous period of more than six (6) months and without leave of the Directors, from meetings of the Directors held during that period;
 - (f) if he is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds; or
 - (g) if he is removed by the Company in General Meeting pursuant to this Constitution.
95. The Company may in accordance with and subject to the provisions of the Statutes, by Ordinary Resolution of which special notice has been given, remove any Director (including a managing or other executive director) from office before the expiration of his period of office (notwithstanding any provision of this Constitution or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement) and appoint another person in place of a Director so removed from office, and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed a Director. In default of such appointment the vacancy so arising may be filled by the Directors as casual vacancy.

ALTERNATE DIRECTORS

96. (A) Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person approved by a majority of his co-directors (other than another Director or a person who has already been appointed alternate for another Director) to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by a majority of the Directors, shall have effect only upon and subject to being so approved.
- (B) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if the Director concerned (below called “**his principal**”) ceases to be a Director.
- (C) An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his principal is not personally present and generally at such meeting to perform all functions of his principal as a Director, and for the purposes of the proceedings at such meeting the provisions of this Constitution shall apply as if he (instead of his principal) were a Director. If his principal is for the time being absent from Singapore or temporarily unable to act through ill health or disability, his signature to any resolution in writing of the Directors shall be as effective as the signature of his principal. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his principal is a member. An alternate Director shall not (save as aforesaid) have any power to act as a Director nor shall he be deemed to be a Director for any other purposes of this Constitution.
- (D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his principal as such principal may by notice in writing to the Company from time to time direct Provided That any fees payable to him shall be deducted from his principal's remuneration.
- (E) Any appointment or removal of an alternate Director shall be effected by notice in writing to the Company under the hand of the Director making the appointment or removal.
- (F) A person shall not act as alternate Director to more than one (1) Director at the same time.

MEETINGS AND PROCEEDINGS OF DIRECTORS

97. Subject to the provisions of this Constitution, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time, any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of Directors. Notice of any such meeting may be given by means of electronic communication to all the Directors whether such Directors are within Singapore or otherwise. Any Director may waive notice of any meeting and any such waiver may be retroactive. Directors may participate in a meeting of the Directors by means of a conference telephone, video conferencing, audio visual, or other similar communications equipment by means of which all persons participating in the meeting can hear each other, without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this Regulation shall constitute presence in person at such meeting. A Director participating in a meeting in the manner aforesaid may also be taken into account in ascertaining the presence of a quorum at the meeting. Such a meeting shall be deemed to take place where the largest group of Directors present for the purpose of the meeting is assembled or, if there is no such group, where the Chairman of the meeting is present.
98. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number, shall be two (2). A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
99. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes (except where only two (2) Directors are present and form the quorum or when only two (2) Directors are competent to vote on the question in issue), the chairman shall have a second or casting vote.
100. A Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any interest, directly or indirectly. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
101. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with this Constitution, the continuing Directors or Director may, except in an emergency, act for the purpose of filling up such vacancies or of summoning General Meetings, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two (2) members may summon a General Meeting for the purpose of appointing Directors.

102. (A) The Directors may elect from their number a Chairman and a Deputy Chairman (or two (2) or more Deputy Chairmen) and determine the period for which each is to hold office. The Deputy Chairman will perform the duties of the Chairman during the Chairman's absence for any reason. If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman shall be present within five (5) minutes after the time appointed for holding the meeting, the Directors present may choose one (1) of their number to be chairman.
- (B) If at any time there is more than one (1) Deputy Chairman, the right in the absence of the Chairman to preside at a meeting of the Directors or of the Company shall be determined as between the Deputy Chairmen present (if more than one (1)) by seniority in length of appointment or otherwise as resolved by the Directors.
103. A resolution in writing signed by a majority of the Directors for the time being (who are not prohibited by the law or this Constitution from voting on such resolutions) and constituting a quorum shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form, each signed by one (1) or more Directors. The expressions "in writing" and "signed" include approval by any such Director by telefax, telex, cable or telegram or any form of electronic communication approved by the Directors for such purpose from time to time incorporating, if the Directors deem necessary, the use of security and/or identification procedures and devices approved by the Directors.
104. The Directors may delegate any of their powers or discretion to committees consisting of one (1) or more members of their body and (if thought fit) one (1) or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorize the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.
105. The meetings and proceedings of any such committee consisting of two (2) or more members shall be governed mutatis mutandis by the provisions of this Constitution regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any regulations made by the Directors under Regulation 104.
106. All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was defect in the appointment of any of the persons acting as aforesaid, or that any such persons was at the time of his appointment not qualified for appointment or subsequently became disqualified or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

AUDIT COMMITTEE

107. An audit committee shall be appointed by the Directors, in accordance with Section 201B of the Act and subject to the requirements under the listing rules of the Designated Stock Exchange.

BORROWING POWERS

108. Subject as hereinafter provided and to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

GENERAL POWERS OF DIRECTORS

109. The business and affairs of the Company shall be managed by or under the direction or supervision of the Directors, who may exercise all such powers of the Company as are not by the Statutes or by this Constitution required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of this Constitution, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Regulation shall not be limited or restricted by any special authority or power given to the Directors by any other Regulation.
110. The Directors shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of the Company's undertaking save in accordance with the Act.
111. The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Singapore or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorize the members of any local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

112. The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, 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 Directors under this Constitution) and for such period and subject to such conditions as they 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 Directors may think fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
113. The Company or the Directors on behalf of the Company may in exercise of the powers in that behalf conferred by the Statutes cause to be kept a branch register or Registers of Members and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit in respect of the keeping of any such register(s).
114. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable 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 Directors shall from time to time by resolution determine.
115. The Directors shall cause minutes to be duly made and entered in books provided for such purpose:
 - (a) of all appointments of officers to be engaged in the management of the Company's affairs;
 - (b) of the names of the Directors present at all meetings of the Company, of the Directors and of any committee of Directors; and
 - (c) of all proceedings at all meetings of the Company, of the Directors and of any committee of Directors.

Such minutes shall be signed by the chairman at which the proceedings were held or by the chairman of the next succeeding meeting. Such minutes shall be receivable as prima facie evidence of the matters stated in such minutes.

SECRETARY

116. The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit, two (2) or more persons may be appointed as Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one (1) or more assistant Secretaries. The appointment and duties of the Secretary or Secretaries shall not conflict with the provisions of the Statutes (in particular Section 171 of the Act) and the listing rules of the Designated Stock Exchange.

THE SEAL

117. (A) The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee authorized by the Directors in that behalf.
- (B) The general powers given by this Regulation shall not be limited or restricted by any special authority or power given to the Directors by any other Regulation.
118. Every instrument to which the Seal shall be affixed shall be signed autographically or by facsimile by one (1) Director and the Secretary or by two (2) Directors or some other person appointed by the Directors, save that as regards any certificates for shares or debentures or other securities of the Company, the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method of mechanical electronic signature or other method approved by the Directors.
119. (A) The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.
- (B) The Company may exercise the powers conferred by the Statutes with regard to having a duplicate Seal as referred to in Section 124 of the Act which shall be a facsimile of the Seal with the addition on its face of the words "Share Seal".

KEEPING OF STATUTORY RECORDS

120. (A) The Directors shall duly comply with the provisions of the Act and in particular the provisions with regard to the registration of charges created by or affecting property of the Company, in regard to keeping a Register of Members, a Register of Mortgages and Charges and a Register of Directors' and Chief Executive Officer's Share and Debenture Holdings, and in regard to the production and furnishing of copies of such Registers and of any Register of Holders of Debentures of the Company.

- (B) Any register, index, minute book, accounting record or other book required to be kept by the Company under the Statutes may, subject to and in accordance with the Act, be kept either in hard copy or in electronic form, and arranged in the manner that the Directors think fit. If such records are kept in electronic form, the Directors shall ensure that they are capable of being reproduced in hard copy form, and shall provide for the manner in which the records are to be authenticated and verified. In any case where such records are kept otherwise than in hard copy form, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, guarding against falsification and facilitating the discovery of any falsifications. The Company shall cause true English translations of all accounts, minute books or other records required to be kept by the Company under the Statutes which are not kept in English to be made from time to time at intervals of not more than seven (7) days, and shall keep the translations with the originals for so long as the originals are required under the Statutes to be kept. The Company shall also keep at the Office certified English translations of all instruments, certificates, contracts or documents not written in English which the Company is required under the Statutes to make available for public inspection.

AUTHENTICATION OF DOCUMENTS

121. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any document affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed, or as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting. Any authentication or certification made pursuant to this Regulation may be made by any electronic means approved by the Directors from time to time for such purpose incorporating, if the Directors deem necessary, the use of security procedures or devices approved by the Directors.

RESERVES

122. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also, without placing the same to reserve, carry forward any profits. In carrying sums to reserve and in applying the same, the Directors shall comply with the provisions of the Statutes.

DIVIDENDS

123. The Company may by Ordinary Resolution declare dividends but no such dividend shall exceed the amount recommended by the Directors.
124. If and so far as in the opinion of the Directors, the profits of the Company justify such payments, the Directors may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.
125. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide and except as otherwise permitted under the Statutes:
- (a) all dividends in respect of shares must be paid in proportion to the number of shares held by a member but where shares are partly paid all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and
 - (b) all dividends must (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid proportionately to the amounts so paid on the shares during any portion or portions of the period in respect of which the dividend is paid.

For the purposes of this Regulation, no amount paid on a share in advance of calls shall be treated as paid on the share.

126. (A) No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes. The payment by the Directors of any unclaimed dividends or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends remaining unclaimed after one (1) year from having been first payable may be invested or otherwise made use of by the Directors for the benefit of the Company, and any dividend or any such monies unclaimed after six (6) years from having been first payable shall be forfeited and shall revert to the Company Provided Always that the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the dividend so forfeited to the person entitled thereto prior to the forfeiture. If the Depository or a clearing house returns any such dividend or monies to the Company, the relevant Depositor shall not have any right or claim in respect of such dividend or monies against the Company if a period of six (6) years has elapsed from the date of the declaration of such dividend or the date on which such other monies are first payable.
- (B) A payment by the Company to the Depository or a clearing house of any dividend or other monies payable to a Depositor shall, to the extent of the payment made, discharge the Company from any liability to the Depositor in respect of that payment.
127. No dividend or other monies payable on or in respect of a share shall bear interest as against the Company.
128. (A) The Directors may retain any dividend or other monies payable on or in respect of a share on 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 Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.
- (C) A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
129. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

130. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company or in any one (1) or more of such ways) and the Directors shall give effect to such resolution. Where any difficulty arises with regard to such distribution, the Directors may settle the same as they think expedient and in particular, may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

130A. (1) Whenever the Directors or the Company in General Meeting have resolved or proposed that a dividend (including an interim, final, special or other dividend) be paid or declared on the shares of a particular class of the Company, the Directors may further resolve that members entitled to such dividend be entitled to elect to receive an allotment of shares of that class credited as fully paid in lieu of cash in respect of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:

- (a) the basis of any such allotment shall be determined by the Directors;
- (b) the Directors shall determine the manner in which members shall be entitled to elect to receive an allotment of shares of the relevant class credited as fully paid in lieu of cash in respect of the whole or such part of any dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the giving of notice to members, providing for forms of election for completion by members (whether in respect of a particular dividend or dividends or generally), determining the procedure for making such elections or revoking the same and the place at which and the latest date and time by which any forms of election or other documents by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Regulation;
- (c) the right of election may be exercised in respect of the whole of that portion of the dividend in respect of which the right of election has been accorded Provided That the Directors may determine, either generally or in any specific case, that such right shall be exercisable in respect of the whole or any part of that portion; and

- (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on the shares of the relevant class in respect whereof the share election has been duly exercised (the “**elected shares**”) and, in lieu and in satisfaction thereof, shares of the relevant class shall be allotted and credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose and (notwithstanding any provision of the Regulations to the contrary), the Directors shall be empowered to do all things necessary and convenient for the purpose of implementing the aforesaid including, without limitation, the making of each necessary allotment of shares of the relevant class and of each necessary appropriation, capitalisation, application, payment and distribution of funds which may be lawfully appropriated, capitalised, applied, paid or distributed for the purpose of the allotment and without prejudice to the generality of the foregoing the Directors may:
 - (i) capitalise and apply the amount standing to the credit of any of the Company’s reserve accounts or any sum standing to the credit of the profit and loss account or otherwise for distribution as the Directors may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and among the holders of the elected shares on such basis, or
 - (ii) apply the sum which would otherwise have been payable in cash to the holders of the elected shares towards payment of the appropriate number of shares of the relevant class for allotment and distribution to and among the holders of the elected shares on such basis.
- (2) (a) The shares of the relevant class allotted pursuant to the provisions of paragraph (1) of this Regulation shall rank pari passu in all respects with the shares of such class then in issue save only as regards participation in the dividend which is the subject of the election referred to above (including the right to make the election referred to above) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the dividend which is the subject of the election referred to above, unless the Directors shall otherwise specify.

- (b) The Directors may do all acts and things considered necessary or expedient to give effect to any appropriation, capitalisation, application, payment and distribution of funds pursuant to the provisions of paragraph (1) of this Regulation, with full power to make such provisions as they think fit in the case of fractional entitlements to shares (including, notwithstanding any provision to the contrary in these Regulations, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than the members) and to authorize any person to enter on behalf of all the members interested into an agreement with the Company providing for any such appropriation, capitalisation, application, payment and distribution of funds and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
- (3) The Directors may, on any occasion when they resolve as provided in paragraph (1) of this Regulation, determine that the rights of election under that paragraph shall not be made available to the persons who are registered as holders of shares in the Register of Members or (as the case may be) in the Depository Register, or in respect of shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors think fit, and in such event the provisions of this Regulation shall be read and construed subject to such determination.
- (4) The Directors may, on any occasion when they resolve as provided in paragraph (1) of this Regulation, further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to members whose registered addresses entered in the Register of Members or (as the case may be) the Depository Register is outside Singapore or to such other members or class of members as the Directors may in their sole discretion decide and in such event the only entitlements of the members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.
- (5) Notwithstanding the foregoing provisions of this Regulation, if at any time after the Directors' resolution to apply the provisions of paragraph (1) of this Regulation in relation to any dividend but prior to the allotment of shares pursuant thereto, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such resolution) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement that proposal, the Directors may at their absolute discretion and as they deem fit in the interest of the Company, cancel the proposed application of paragraph (1) of this Regulation.

131. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address appearing in the Register of Members or (as the case may be) the Depository Register of the member or person entitled thereto (or, if two (2) or more persons are registered in the Register of Members or (as the case may be) entered in the Depository Register as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one (1) of such persons) or to such person and such address as such member or person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
132. If two (2) or more persons are registered in the Register of Members or (as the case may be) the Depository Register as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one (1) of them may give effectual receipts for any dividend, return of capital or other moneys payable or property distributable on or in respect of the share.
133. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares in the Register of Members or (as the case may be) the Depository Register at the close of business on a particular date and thereupon the dividend shall be payable 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.

BONUS ISSUE AND CAPITALIZATION OF PROFITS AND RESERVES

134. (A) The Directors may, with the sanction of an Ordinary Resolution of the Company (including any Ordinary Resolution passed pursuant to Regulation 4(D)):
- (a) issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register of Members or (as the case may be) the Depository Register at the close of business on:
 - (i) the date of the Ordinary Resolution (or such other date as may be specified therein or determined as therein provided); or
 - (ii) (in the case of an Ordinary Resolution passed pursuant to Regulation 4(D)) such other date as may be determined by the Directors,
- in proportion to their then holdings of shares; and/or

(b) capitalize any sum standing to the credit of any of the Company's reserve accounts or other undistributable reserve or any sum standing to the credit of profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register of Members or (as the case may be) the Depository Register at the close of business:

(i) on the date of the Ordinary Resolution (or such other date as may be specified therein or determined as therein provided); or

(ii) (in the case of an Ordinary Resolution passed pursuant to Regulation 4(D)) such other date as may be determined by the Directors,

in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full new shares or (subject to any special rights previously conferred on any shares or class of shares for the time being issued) new shares of any other class not being redeemable shares, for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.

(B) The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue and/or capitalization under this Regulation, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the members concerned). The Directors may authorize any person to enter on behalf of all the members interested into an agreement with the Company providing for any such bonus issue or capitalization and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

(C) In addition and without prejudice to the powers provided for by this Regulation, the Directors shall have the power to issue shares for which no consideration is payable and/or to capitalise any undivided profits or other moneys of the Company not required for the payment or provision of any dividend on any shares entitled to cumulative or non-cumulative preferential dividends (including profits or other moneys carried and standing to any reserve or reserves) and to apply such profits or other monies in paying up in full new shares, in each case on terms that such shares shall, upon issue:

(i) be held by or for the benefit of participants of any share incentive or option scheme or plan implemented by the Company and approved by members in General Meeting and on such terms as the Directors shall think fit; or

(ii) be held by or for the benefit of non-executive Directors as part of their remuneration approved by members in General Meeting in such manner and on such terms as the Directors shall think fit.

- (D) The Directors may do all such acts and things considered necessary or expedient to give effect to any of the foregoing.

FINANCIAL STATEMENTS

135. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes, shall be kept at the Office or at such other place as the Directors think fit. No member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorized by the Directors.
136. In accordance with the provisions of the Statutes, the Directors shall cause to be prepared and to be laid before the Company in General Meeting such financial statements, group financial statements (if any), reports, statements and other documents as may be prescribed by the Act. The interval between the close of a financial year of the Company and the issue of financial statements relating thereto shall not exceed four (4) months, but in any event not exceeding any time period as may be stipulated by the Designated Stock Exchange from time to time.
137. A copy of the financial statements and Directors' statement accompanied by the balance sheet and profit and loss account or income and expenditure account (including every document required by law to be attached or thereto), which is duly audited and which is laid before a General Meeting of the Company accompanied by a copy of the Auditor's report or the summary financial report shall not less than 21 clear days or 20 clear business days (whichever is longer) before the date of the meeting be sent to every member of the Company and to every other person who is entitled to receive notices of General Meetings from the Company under the provisions of the Statutes or of this Constitution, Provided That this Regulation shall not require a copy of these documents to be sent to more than one (1) of any joint holders or to any person of whose address the Company is not aware, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

AUDITORS

138. (A) An Auditor shall be appointed and his duties regulated in accordance with the provisions of the Act. Every Auditor of the Company shall have a right of access at all times to the accounting and other records of the Company and shall make his report as required by the Act.
- (B) Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

139. An Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

NOTICES

140. (A) Any notice or document (including a share certificate and any “corporate communication” within the meaning ascribed thereto under the listing rules of the Designated Stock Exchange) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid cover addressed to such member at his Singapore or Hong Kong registered address appearing in the Register of Members or (as the case may be) the Depository Register, or any other address supplied by him to the Company, or (as the case may be) Depository or a clearing house as his address for the service of notices, or by delivering it to such address as aforesaid.

- (B) Without prejudice to the provisions of Regulation 140(A), but subject otherwise to any applicable laws relating to electronic communications and the listing rules of the Designated Stock Exchange, any notice or document (including, without limitation, any accounts, balance sheet, financial statements or report) which is required or permitted to be given, sent or served under applicable laws or under this Constitution by the Company, or by the Directors, to a member may be given, sent or served using electronic communications:

- (a) to the current address of that person (which may be an email address); or
- (b) by making it available on a website prescribed by the Company from time to time; or
- (c) in such manner as such member expressly consents to by giving notice in writing to the Company,

in accordance with the provisions of this Constitution and any applicable laws and the listing rules of the Designated Stock Exchange.

- (C) For the purposes of Regulation 140(B) above, a member shall be implied to have agreed to receive such notice or document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document, unless otherwise provided under applicable laws and/or the listing rules of the Designated Stock Exchange.

- (D) Notwithstanding Regulation 140(C) above, the Directors may, at their discretion, at any time give a member an opportunity to elect within a specified period of time whether to receive such notice or document by way of electronic communications or as a physical copy, and such member shall be deemed to have consented to receive such notice or document by way of electronic communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have a right to receive a physical copy of such notice or document, unless otherwise provided under applicable laws and/or the listing rules of the Designated Stock Exchange.
- (E) The provisions in this Regulation providing for electronic communications above shall not apply to such notices or documents which are excluded from being given, sent or served by electronic communications or means pursuant to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Designated Stock Exchange.
- (F) Where a notice or document is given, sent or served by electronic communications:
- (a) to the current address of a person pursuant to Regulation 140(B)(a), the Company shall inform the member as soon as practicable how to request a physical copy of that document from the Company; or
 - (b) by making it available on a website pursuant to Regulation 140(B)(b), the Company shall give separate notice to the member of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by any one (1) or more of the following means:
 - (i) by sending such separate notice to the member personally or through post pursuant to Regulation 140(A);
 - (ii) by sending such separate notice to the member using electronic communications to his current address pursuant to Regulation 140(B) (a);
 - (iii) by way of advertisement in the daily press; or
 - (iv) by way of announcement on the Designated Stock Exchange.
- (G) Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the time when the cover containing the same is posted, and in proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

- (H) Where a notice or document is given, sent or served by electronic communications:
- (a) to the current address of a person pursuant to Regulation 140(B)(a), it shall be deemed to have been duly given, sent or served at the time of transmission of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery or “returned mail” reply message or any other error message indicating that the electronic communication was delayed or not successfully sent), unless otherwise provided under the Statutes and/or any other applicable laws; or
 - (b) by making it available on a website pursuant to Regulation 140(B)(b), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, unless otherwise provided under the Statutes and/or any other applicable laws.
- (I) Nothing in this Regulation shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.

140A. A member shall be entitled to have notice served on him at any address within Hong Kong. Any member who has not given an express positive confirmation in writing to the Company in the manner specified in the listing rules of The Stock Exchange of Hong Kong Limited to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and whose registered address is outside Hong Kong may notify the Company in writing of an address in Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A member who has no registered address in Hong Kong shall be deemed to have received any notice which shall have been displayed at the transfer office and shall have remained there for a period of 24 hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed, Provided That, without prejudice to the other provisions of these Regulations, nothing in this Regulation shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong. This Regulation shall be effective as long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.

141. Any notice given to that one of the joint holders of a share whose name stands first in the Register of Members or (as the case may be) the Depository Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such.

142. A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also to the Company or (as the case may be) the Depository or a clearing house an address within Singapore or Hong Kong for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid, any notice or document delivered or sent by post to or left at the registered address or given, sent or served by electronic communication to the current address (as the case may be) of any member in pursuance of this Constitution shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company or (as the case may be) the Depository or a clearing house have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member in the Register of Members or, where such member is a Depositor, entered against his name in the Depository Register as sole or first-named joint holder.
143. A member who (having no registered address within Singapore) has not supplied to the Company or (as the case may be) the Depository an address within Singapore for the service of notices shall not be entitled to receive notices or other documents from the Company. Notwithstanding the foregoing, notices or documents which may be sent to him in accordance with the provisions of this Constitution shall be deemed to be duly served on him. Nothing in this Regulation shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any member whose registered address is outside Hong Kong.

MEMBERS WHOSE WHEREABOUTS ARE UNKNOWN

144. (A) Without prejudice to the rights of the Company under paragraph (B) of this Regulation, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two (2) consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.
- (B) Subject always to the Statutes, the Company shall have the power to sell, in such manner as the Directors thinks fit, any shares of a member who is untraceable, but no such sale shall be made unless:
- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three (3) 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 Regulations have remained uncashed;

- (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and
- (c) the Company, if so required by the rules governing the listing of shares on the Designated Stock Exchange, on the expiry of the relevant period, has given notice to, and caused advertisement in newspapers in accordance with the requirements of, the Designated Stock Exchange to be made of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.

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

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

WINDING UP

- 145. The Directors shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

146. 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 in 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 (1) or more class or classes of property and may determine how such division shall be carried out as between the members of 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 the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

147. [deleted]

INDEMNITY

148. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities (incurred or to be incurred by him) in the execution and discharge of his duties or in relation thereto including any liability by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court.

Without prejudice to the generality of the foregoing, no Director, Auditor, Secretary or other officer of the Company shall be liable for the acts, receipts, neglect or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, wilful default, breach of duty or breach of trust.

ALTERATION OF REGULATIONS

149. (A) No Regulation shall be rescinded, altered or amended and no new Regulation shall be made until the same has been approved by a Special Resolution of the members. A Special Resolution shall be required to alter any provision of these Regulations, or to change the name of the Company and as permitted in the circumstances provided under the Statutes.
- (B) There should not be any alteration in the Regulation to increase an existing member's liability to the Company unless such increase is agreed by such member in writing.

PERSONAL DATA OF MEMBERS

150. (A) A member who is a natural person is deemed to have consented to the collection, use and disclosure of his personal data (whether such personal data is provided by that member or is collected through a third party) by the Company (or its agents or service providers) from time to time for any of the following purposes:
- (a) implementation and administration of any corporate action by the Company (or its agents or service providers);
 - (b) internal analysis and/or market research by the Company (or its agents or service providers);
 - (c) investor relations communications by the Company (or its agents or service providers);
 - (d) administration by the Company (or its agents or service providers) of that member's holding of shares in the capital of the Company;
 - (e) implementation and administration of any service provided by the Company (or its agents or service providers) to its members to receive notices of meetings, annual reports and other shareholder communications and/or for proxy appointment, whether by electronic means or otherwise;
 - (f) processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for any General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to any General Meeting (including any adjournment thereof);
 - (g) implementation and administration of, and compliance with, any provision of these Regulations;

- (h) compliance with any applicable laws, listing rules, take-over rules, regulations and/or guidelines; and
 - (i) purposes which are reasonably related to any of the above purpose.
- (B) Any member who appoints a proxy and/or representative for any General Meeting and/or any adjournment thereof is deemed to have warranted that where such member discloses the personal data of such proxy and/or representative to the Company (or its agents or service providers), that member has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy and/or representative for all purposes specified in Regulation 150(A), and is deemed to have agreed to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of such member's breach of warranty.

SECRECY

151. No member shall be entitled to require the Company to disclose any information relating to any trade, business, product or process which is secret in nature which may relate to the conduct of the business of the Company and which the Directors determine to be inexpedient and inadvisable to communicate in the best interest of the members save as may be authorised by law and as required by the listing rules of the Designated Stock Exchange.

CONFLICT OF LAWS

152. Being a company incorporated in Singapore and listed on the Designated Stock Exchange, the Company is required to comply with the Statutes, including but not limited to the Statutes of Singapore and Hong Kong. In the event of any conflict among the Statutes, the Company shall comply with the most onerous Statute(s), subject to approvals from the relevant stock exchanges and/or government authorities.

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

Names, Addresses, and Occupations of Subscribers	Number of Shares taken by each Subscriber
LEE KIM JOO Address : 92 Bencoolen Street Singapore 0718 Occupation : Merchant	(1)
LEE KERK CHONG Address : 92 Bencoolen Street Singapore 0718 Occupation : Merchant	(1)
Total number of Shares taken:	(2)

Dated this 18th day of February 1984

Witness to the above signatures:

LAI MUN ONN
 ADVOCATE & SOLICITOR
 50 CHIN SWEE ROAD
 THONG CHAI BUILDING
 5TH FLOOR
 SINGAPORE 0316

C. 本公司組織章程

公司法第50章

公眾股份有限公司

CENTURION CORPORATION LIMITED 勝捷企業有限公司*

之

章程

(經於2017年9月6日通過之特別決議案予以採納)

- A. 本公司名稱為CENTURION CORPORATION LIMITED (勝捷企業有限公司)。
- B. 本公司註冊辦事處將位於新加坡共和國。
- C. 根據新加坡公司法 (第50章) 及任何其他成文法及本章程, 本公司擁有:
 - (i) 全權經營或從事任何業務或活動、採取任何行動或訂立任何交易; 及
 - (ii) 就有關目的而言, 享有十足權利、權力及特權。
- D. 各股東之責任為有限責任。
- E. 本公司有權增加或削減股本, 合併或細分其構成原始股本的股份並將該股份分為若干類, 如可能由或根據本公司當時之規定, 可分別附加任何有關股息、股本、投票或其他方面之優先、遞延、合格、特別或其他權利、優惠權、條件或限制。

序 言

- 1. 除本章程複述或載列者外, 公司法項下所述之規章範本部份概不適用於本公司。
- 2. 在本章程中, 倘與主旨或文意並無不符之處, 下表內第一欄所載詞彙及表達具有其對應位置所載的涵義:

「地址」或 「註冊地址」	指	就任何股東而言，其個人或以郵寄方式收發通知或檔的實際位址，惟本章程所明確規定者除外。
「公司法」	指	新加坡公司法（第50章），經不時修訂、補充或以其他方式修改。
「股東週年大會」	指	本公司股東週年大會。
「記賬證券」	指	上市證券： (a) 由存託人存於存託處或結算所並以存託處或結算所(或其代名人)的名義登記的所有權檔；及 (b) 以透過寄存登記冊記賬而非透過轉讓文據形式轉讓者。
「營業日」	指	具規程及指定證券交易所上市規則條文所賦予之涵義。
「主席」	指	董事會主席或股東週年大會或股東大會主席（視乎情況而定）
「結算所」	指	本公司股份上市或報價所在證券交易所所屬的司法權區當地法例所認可的結算所。
「緊密聯繫人」	指	具有香港聯合交易所有限公司證券上市規則所賦予之涵義。
「本公司」	指	不論如何稱述的上述公司。
「章程」或「法規」	指	本章程或本公司現時生效之其他法規。
「存託人」	指	直接賬戶持有人或存託代理，惟不包括分賬戶持有人。

「存託處」	指	The Central Depository (Pte) Limited或新加坡金融管理局所批准就證券及期貨法而言作為存託公司或企業的任何其他企業，此等機構經營中央存託系統，以持有及轉讓記賬證券。
「存託代理」	指	<p>新加坡證券交易所有限公司的成員公司、一間信託公司（根據法例第336章信託公司法持牌）一家根據法例第19章銀行法持牌的銀行、任何商業銀行（根據法例第186章新加坡金融管理局法案獲認可為金融機構），或屬於下列者而獲存託處批准的任何其他人士或機構：</p> <p>(a) 根據存託處與存託代理訂立之存託代理協議的條款為分賬戶持有人履行存託代理服務；</p> <p>(b) 代分賬戶持有人向存託處存入記賬證券；及</p> <p>(c) 以其名義在存託處開立賬戶。</p>
「寄存登記冊」	指	存託處或結算所就記賬證券存置的登記冊。
「指定證券交易所」	指	新加坡證券交易所有限公司（只要本公司的股份於新加坡證券交易所有限公司上市及報價），香港聯合交易所有限公司（只要本公司的股份於香港聯合交易所有限公司上市及買賣）及／或本公司的股份上市或報價的其他證券交易所。
「直接賬戶持有人」	指	直接於存託處或結算所而並非透過存託代理擁有證券賬戶的人士。
「董事」或 「董事會」	指	本公司現時的董事或授權彼等為本公司行事的該等人士及包括獲正式委任及當時作為替任董事行事的任何人士。
「電子通訊」	指	具有公司法所賦予之涵義。

「股東大會」	指	本公司股東大會。
「港元」	指	香港現時法定貨幣。
「香港」	指	中華人民共和國香港特別行政區。
「以書面形式」及 「書面」	指	以書面方式或以任何方式替代書面方式所提供或部份以書面及部份以另一種方式提供，包括（除本章程另行明確規定或文義另有所指及在公司法所載任何局限、條件或限制的規限下列印、平版印刷、打字及任何其他陳述或複製文字、符號或其他可能以可視形式呈現的其他資料的模式（以實體檔或以電子通訊或電子形式或任何其他方式）
「開市日」	指	指定證券交易所開市進行證券買賣的日子。
「董事總經理」	指	董事委任為出任本公司董事總經理或執行主席的任何人士及「董事總經理」應包括以任何所述形式作出的相同委任。
「股東」	指	本公司登記股東。
「月」	指	曆月。
「辦事處」	指	本公司當時的註冊辦事處。
「普通決議案」	指	具有公司法所賦予之涵義。
「普通股」	指	本公司普通股。
「已繳」	指	已繳或入賬列為已繳。
「股東名冊」	指	存置於董事不時釐定的新加坡境內或境外有關地點的本公司的股東名冊總冊及任何股東名冊分冊（倘適用）

「註冊辦事處」	指	就任何類別股本而言，由董事不時釐定以存置該類別股本的股東名冊分冊及（除非董事另有指示 遞交該類別股本的過戶檔或其他所有權檔以便辦理登記及予以登記的地點。
「相關仲介機構」	指	具有公司法賦予的涵義。
「印章」	指	本公司的公章。
「秘書」	指	董事會委任履行秘書職責的任何人士或倘兩(2)名或以上人士獲委任出任秘書，則為該等人士中任何一(1)位。
「證券賬戶」	指	由寄存人在託管商或結算所存備的證券賬戶。
「證券及期貨法」	指	新加坡第289章證券及期貨法，經不時修訂、補充或以其他方式修改。
「新元」	指	新加坡法定貨幣。
「特別決議案」	指	具有公司法賦予的涵義。
「規程」	指	公司法、證券及期貨法及各項當時生效涉及公司及影響本公司的其他成文法律或法規（包括但不限於公司條例（香港法例第622章）及香港及公司（清盤及雜項條文）條例（香港法例第32章）及任何不時修訂、補充或以其他方式修改的任何條文提述。
「年」	指	歷年。

於章程中對股份或任何股份類別「持有人」之提述指將：

- (a) 不包括存託處或結算所或其代名人之提述，惟倘章程另有明確提及或於章程中使用「登記持有人」除外；
- (b) 倘文義另有所指，被視為包括對其名字就有關股份記入寄存登記冊之存託人之提述；及

- (c) 除章程另有明確提及外，不包括就其以庫存股份持有之股份之本公司之提述。

而「持有」將按此詮釋。

表示單數之詞彙將包括眾數，反之亦然。表示男性之詞彙將包括女性。表示人士之詞彙將包括公司。

為計算通告送達或視為已送達所需的天數，「整天的通告」一詞不包括通告送達或視為已送達當天及發出通告當天。

受上文所限，新加坡公司法或釋義法第 1 章所界定之任何詞彙或表述（倘並未有違主旨或文意），在章程中具相同涵義。

在根據章程之任何條文表明須通過普通決議案的情況下，則倘通過特別決議案，仍將就任何目的而言具效力。

法定股本

3. (A) 本公司並無法定股本，股份並無票面值。
- (B) 概無股份以不記名方式發行。

回購公司股份

- 3A. (A) 根據規程（包括公司法條文及指定證券交易所的任何適用上市規則（下文稱為「**有關法例**」）及在前述各項的規限下，本公司可按其不時認為屬適當的有關條款及方式及在本公司根據有關法律在股東大會規定的有關條款的規限下，動用本公司可分派溢利或發行新股份所得款項或其他資源，購買或以其他方式收購可贖回股份。在任何有關法律的規限下，本公司按上文所述購買或收購的任何股份將被視作在本公司購買或收購時即時註銷論。

- (B) 按上文所述註銷任何股份時，該股份隨附的權利及特權隨即失效。在任何其他情況下，本公司可根據有關法例，以有關法例准許的方式持有或處理其按以上所述購買或收購的任何有關股份。在不影響前述一般性的情況下，於註銷本公司根據該等章程細則及規程購買或以其他方式收購的任何股份時，本公司的已發行股份數目應按所註銷股份的數目減少，而倘已註銷股份乃從本公司股本中撥資購回或收購，則本公司股本應減少相應金額。
- (C) 如本公司並非通過市場或投標購買可贖回股份以作贖回時，購買價不得超過股東不時於股東大會所決定全面適用或指定購買交易的最高價。若以投標購買股份，則所有股東均可參加競投。

發行股份

- 4. (A) 在法規及本章程的規限下，未經本公司根據公司法第 161 條於股東大會上事先批准，董事不得發行股份，惟在此規限下及該批准的條款以及第五條章程細則及當時已發行的任何股份所附帶的任何特別權利的規限下，董事可按其認為合適的條款及條件、代價及時間配發（無論是否賦予放棄的權利）或授出購股權或以其他方式出售該股份予董事認為合適的人士，不論是否以現金或以其他方式支付該金額的任何部分，而在遵守公司法第 70 及 75 條的情況下，任何股份可以優先、遞延、合資格或特別權利、特權、條件或限制發行，無論是就股息、資本歸還或參與資產及溢利盈餘、表決權、轉換或董事認為合適的其他方面，而須予贖回或按本公司選擇權須予贖回的優先股可予發行，贖回的條款及方式由董事根據公司法決定，惟除根據公司法及指定證券交易所的上市規則者外，不得就尚未發行股份授出購股權。
- (B) 董事可隨時於配發任何股份後但於任何人士於股東名冊登記為持有人前，確認承配人為其他人士的利益而放棄任何股份及賦予任何股份承配人使該放棄生效的權利，並須受限於董事認為合適實施的該等條款及條件。
- (C) 除發行條件或章程細則另有規定外，所有新股應受規程及章程細則所載有關配發、支付催繳股款、留置權、轉讓、轉交、沒收或其他事項的條文所規限而予以發行。

- (D) 儘管有規例第 4(A)條，本公司可透過在股東大會的普通決議案，無條件地或在普通決議案可能規定的有關條件規限下，授予董事一般授權，以：
- (a) (i) 透過供股、紅股或其他方式發行股份；及／或
 - (ii) 訂立或授出可能或將鬚髮行股份的要約、協議或購股權（統稱「工具」）包括但不限於增設及發行（以及調整認股權證、債權證或其他可轉換為股份的工具；及
- (b) （儘管普通決議案所賦予的授權可能不再生效於普通決議案生效時根據董事所訂立或授出的任何工具發行股份，
- 惟：
- (1) 根據普通決議案所發行的股份總數（包括根據普通決議案所訂立或授出的工具將予發行的股份）須受限於指定證券交易所可能規定的有關限制及計算方式；
 - (2) 於行使普通決議案所賦予的授權時，本公司須遵守當時生效的指定證券交易所上市規則（除非有關合規事宜已獲指定證券交易所豁免）以及本章程的條文；及
 - (3) （除非先前由本公司於股東大會撤回或變更）普通決議案所賦予的授權於通過該項普通決議案後的下一屆本公司股東週年大會結束後，或法律規定本公司須舉行股東週年大會的日期，或該章程可能規定的有關其他期限屆滿時（以較早者為準），不得繼續生效。
- (E) 除本章程所規定者外，在股東名冊或寄存登記冊（視情況而定登記為股東或寄存人（視情況而定）前，任何人士不得行使作為股東的任何權利或特權，並須就當時其所持的每股股份支付催繳股款及其他款項。

4A. 本公司不得擁有任何庫存股份。

5. (A) 所有新股份須於發行前向於要約日期（經董事會釐定有權自本公司收取股東大會通告的有關人士按彼等持有現有股份之比例（盡可能接近）提呈要約，惟本公司可能於股東大會上作出相反指示或指定證券交易所上市規則允許的情況除外。要約須透過通告作出，列明要約的股份數目，及設定如要約未獲接納將視為遭拒的限期；而在限期屆滿後，或在收到獲要約人士有關其拒絕接納所獲要約的股份的告知後，董事會可以彼等認為最有利於本公司的方式將該等股份出售。董事會亦可將其認為不能根據細則本規則方便地提出要約（以有權獲要約新股份人士所持有股份與新股的比例為理由的任何新股如上述般出售。
- (B) 儘管有上文第 5(A)條的規定，在規程及指定證券交易所上市規則條文的規限下，本公司可授權董事不向根據國外證券法，在未登記股份、招股章程或其他文件的情況下不得向其提出要約的股東提呈發售新股份，惟可按本公司可能指定的有關條款及條件，代表相關股東出售新股份的權利。
6. 本公司可在公司法允許的最大範圍內，就認購股份行使支付佣金的權力，惟條件是於有關招股章程、聲明、通函或通告（視情況而定）中，所支付或同意支付的佣金金額或費率及一定會認購的股份數目須按照公司法要求之方式披露。有關佣金可以現金或交付全數或部份繳足股份支付，亦可兩者兼用。本公司亦可就發行任何股份支付合法的經紀佣金，惟以有關招股章程、聲明、通函或通告（視情況而定）中公司法要求之方式披露金額或費率。
7. 如本公司發行任何股份的目的在於籌集資金以支付任何工程或建築物的建築費用，或為提供長期無法盈利的任何工業裝置，則本公司可按當時已繳足的股本就有關期間支付利息，並在公司法所述的條件及限制規限下，以資本利息的形式將因此支付的款項入賬列作該等工程或建築物或提供工業裝置的部份建築成本。

8. (A) 在指定證券交易所可能規定的有關限制的規限下，本章程明確界定按特別條件發行的股份所隨附的權利，並須註明一類股份（不包括普通股所隨附的權利。優先股可在指定證券交易所規定的該等限制下予以發行。在優先股已發行的情況下，任何時候已發行優先股總數均不得超過已發行普通股總數且就收取通知、報告及資產負債表，以及出席本公司股東大會方面，優先股股東可享有與普通股股東同等的權利。優先股股東亦有權於任何就削減資本或清盤或批准出售本公司之業務而召開的任何股東大會上表決或有權就於股東大會上提呈直接影響彼等的權利及特權的或尚未收取的優先股股息多於六(6)個月的建議投票。
- (B) 本公司有權進一步發行與已發行優先股享有同等權益或優於已發行優先股的優先股本。
- (C) 本公司可發行股份而不收取任何代價。
- (D) 於任何股份中擁有直接或間接權益的人士概不會僅因未向本公司披露其權益而使其權力凍結或以其他方式損害其任何股份附帶的任何權利。

修訂權利

9. (A) 當本公司股本被分成不同類別的股份時，在公司法條文及指定證券交易所之上市規則的規限下，任何類別附帶的特別權利的變更或廢除可經該類別已發行股份總數四分之三的持有人的書面同意，或經該類別（但不包括其他類別股份持有人的獨立股東大會所通過的特別決議案的批准而作出，並可於本公司持續經營或正在或擬進行清盤時作出。有關本公司股東大會及其議程的所有章程條文，經必要改動後將適用於各有關獨立股東大會，惟必要的法定人數（除延期會議外須為最少兩(2)名持有或由受委代表代表該類別已發行股份總數最少三分之一的人士，而任何親身出席或由受委代表出席的該類別股份持有人均可要求進行投票表決。惟倘在有關股東大會上未能取得有關特別決議案所需要的必要大多數，則如取得由該類別已發行股份總數的四分之三持有人在該股東大會兩(2)個月內提供的書面同意，書面同意將具有該股東大會的特別決議案的效力及作用。

- (B) 第 9(A)條條文在經必要改動後適用於優先股本（可贖回優先股本除外之任何償還及優先股或其任何類別附帶之權利的任何變更或廢除。
- (C) 就任何具有優先權利或其他權利的類別股份所附帶的權利而言，除非該等股份的發行條款另有明確規定，否則不得藉增設或發行進一步股份而被視為變更，而該等增設或發行的股份於若干或所有方面與上述類別股份均享有分佔本公司溢利或資產的同等權益，惟不在任何方面較其優先。

股本變動

- 10. 本公司可不時通過普通決議案增加決議案訂明相關數額的股本，並劃分成決議案訂明的股份數目。
- 11. (A) 本公司可經普通決議案：
 - (a) 合併及分拆其所有或任何股本；
 - (b) 註銷在於有關決議案通過當日仍未獲任何人士認購或同意認購或已沒收的任何股份，並按所註銷股份數額削減其股本金額；
 - (c) 受規程及指定證券交易所上市規則條文規限，拆細其股份或任何股份，然而就每股拆細股份支付的未繳款項比例與自原股份中收取的款項比例相同；及據以拆細任何股份的決議案可能規定，在拆細後的股份持有人之間，一(1)股或以上股份（與其他相比可附有任何優先、遞延、合資格或其他特別權利，或因本公司擁有新股所附有的權利而受到任何相關限制；及／或
 - (d) 受本章程及公司法條文的規限下，將其股本或任何類別股份由一種貨幣轉換為另一種貨幣，

惟本公司如發行無表決權股份，則「無表決權」字眼須於該等股份出現，而倘若股本包括不同表決權的股份，則每種類別的該等股份（具有最優先表決權的股份除外）必須包括「限制表決權」或「有限表決權」等字眼。

- (B) 在規程條文規限下，本公司可將一類股份轉換為另一類股份。

12. 本公司可以法例許可的任何方式及在取得法例規定的任何授權及同意或確認的規限下削減其股本，削減其股本或任何其他不可分派儲備。

股 票

13. (A) 獲發行之每張股票均須蓋有印章（或經按公司法所載方式獲授權為可蓋印章的候補人選簽字）並須載有至少一(1)名董事及秘書或董事會授權之其他人士的傳真簽名或親筆簽名，並須列明與其相關的股份數目及類別（不論是全部或部份之繳足股份），及就此繳足或（若有未繳足之股款。傳真簽名可以透過機械式或其他方式複製，前提是複製簽名的方法或系統已事先獲本公司董事會批准。概無發行超過一(1)類股份之股票。
- (B) 本規例及第 14 至 17 條(如屬適用的條文，不適用於轉讓記賬證券。
14. (A) 本公司無責任登記超過四(4)名人士為股份之登記聯名持有人，惟已故股東之遺產執行人、受託人或管理人除外。
- (B) 倘股份以多名人士之名義聯名登記，本公司無須就此發行超過一(1)張股票，本公司向該數名登記聯名持有人的其中一(1)名交付一張股票即為對所有該等持有人的足夠交付。
- (C) 任何股份僅可發出一(1)張股票。
15. 其名字記入股東名冊作為股東之各名人士將有權於申請股份之截止日期或提交可登記轉讓或轉讓股份（視情況而定後十(10)個市場日（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的期間）內，就任何類別之所有股份獲取一(1)張股票，或所配發或轉讓之部份股份獲取各為合理面值之多張股票。如果需要就證明書收取費用，該收費不得超過 2.00 新元或董事會不時釐定的其他費用，惟須計及指定證券交易所規定的任何限制

16. (A) 倘股東僅轉讓股票中部份股份或倘股東要求本公司註銷任何股票並發行新股票以按不同形式分拆其持有之股份，則舊股票須註銷並就有關股份之餘額(倘轉讓及該股份的全部(倘分拆發行新股票以取代，而有關股東須就各新股票(倘分拆支付的費用不超過 2.00 新元(或董事會依據指定證券交易所規定的該等限制不時釐定的其他費用)倘股票所代表之股份僅有其中部份轉讓，則就餘下股份另發一張新股票取代，且不收取任何費用。
- (B) 任何人士持有代表任何一個類別之股份之任何兩(2)張或以上之股票，可在該名人士要求下被註銷，並免費就該等股份發行一張新股票作替代。
17. (A) 在法例條文的約束下，倘任何股票有任何塗損、破爛、損毀、丟失或失竊，成員、承讓人、擁有權利者、買方、指定證券交易所的成員商行或成員公司可自行或按董事要求代表其客戶，提出證據並發出書面彌償(如需要以更新股票，惟(倘為塗損或破爛須交出舊股票，並在任何情況下支付董事可能不時規定的不超過 2.00 新元的款項(或董事考慮到指定證券交易所規定的任何有關限制後可能釐定的其他費用)倘為損毀、丟失或失竊，股東或有權獲得新股票的人士，亦須承擔有關損失，並向本公司支付本公司調查有關損毀或丟失的證據產生的所有相關開支。
- (B) 倘股份以多名人士的名義共同登記，則任何相關要求可由任何一(1)名聯名登記持有人作出。

催繳股份

18. 董事可不時就任何未繳股款向股東催繳股款，但始終須遵守相關股份的發行條款。任何股款的催繳須在董事通過授權催繳股款的決議案時視為作出，並可以分期方式付款。
19. 每名股東須(須在最少 14 日前發出通知，註明付款時間或次數及地點就所註明的時間或次數及地點向本公司支付所催繳的股款。股份的聯名持有人須共同及個別就有關股份支付所催繳的全部股款及分期款項。董事可決定撤回或延遲催繳。

20. 倘股份涉及的催繳股款未於指定付款日期或之前支付，須支付股款的人士須按董事釐定且不超過百分之八(8%)的年利率就有關款項支付由指定付款日期至實際付款日期的利息，惟董事可於任何情形下自由豁免支付全部或部分利息。
21. 就本章程而言，按照股份的發行條款須在配發時或於任何指定日期支付的任何款項須視為正式催繳，並須在根據發行條款須付款當日作出支付。如未有付款，本章程所有關於支付利息及開支、沒收及其他相關條文均適用，猶如該款項須憑藉正式作出及通知的催繳作出支付。
22. 於發行股份時，董事可按需付的催繳股款及付款時間區分不同持有人。
23. (A) 董事可在其認為合適的情況下向任何股東收取自願就其所持股份向本公司預先墊付的全部或部分未催繳及未付款項，而該等預先墊付的付款在付款之時（就當前的款項而言解除就已付款的股份的責任及就因此收取款項（直至及以該款項到期應付為限），本公司可按不超過（除非本公司在股東大會上另有指示）百分之八(8%)的年利率支付利息。在催繳股份前就股份支付的資金（雖附有利息）不得賦予分享利潤的權利，而直至根據任何催繳股款作出撥款前須視在本公司負有的貸款，並不視作其資金的一部分，且須在任何時間償還（如董事有如此指示）。
- (B) 就支付任何催繳股款或分期款項的股份派付股息及相同股份的股息並無獲支付時，董事可申請全部股息。

沒收股份及留置權

24. 如任何股東無法繳足任何催繳股款或於催繳股款的付款日期繳足任何分期款項，董事可於其後的任何時間向其發出通知，要求就有關催繳股款或未付的分期款項連同因未有付款而可能產生的任何利息及本公司產生的任何開支進行付款。
25. 有關通知須註明通知規定付款日期或之前的另一日期（不得少於發出有關通知日期起計 14 日）及付款地點，並註明如不據此付款，該等催繳股款的股份將有權被沒收。

26. (A) 若股東不依有關通知的要求辦理，則就發出通知涉及的股份可於其後任何時間，在支付有關之所有催繳以及利息及開支前，隨時由董事通過決議案予以沒收。沒收將包括有關被沒收股份的所有已宣派但於沒收前仍未實際支付的股息。董事會可接受股東交回任何須予沒收的股份。
- (B) 即使已按上文沒收股份，在已沒收股份尚未被處置前，且收到有關股份所有催繳股款、應付的利息及所引致的費用後，董事仍可隨時按其認為適當的其他條款（如有取消有關沒收）。
27. 所沒收或交回的股份為本公司之財產，可按董事會認為合適之條款及形式向在有關沒收或交回前為有關股份之持有人或有權取得有關股份之人士，或向任何其他人士出售、再配發或另行處置，而在有關出售、再配發或處置前任何時間，所沒收或交回之股份可按董事會認為合適之條款註銷。董事會可在有需要時授權某些人士轉讓或進行轉讓已沒收或交回股份予上述之任何其他人士。
28. 股份被沒收或已交回人士將不再為有關股份的股東，而雖然已被沒收或交回股份，惟仍有責任向本公司支付於沒收或交回之日就該等股份現時應付予本公司的全部款項，連同由沒收或交回之日起至付款日期為止期間以年息 8 厘(8%)（或董事會可能釐定之較低利率）計算的利息，而董事會可全權酌情強制執行付款，而無須就沒收或交回時股份之價值作任何準備，或豁免全部或部份付款。
29. 本公司將對各股份（非繳足股份）及就此而宣派或應付之股息擁有首要的留置權。有關留置權將限於其有關款項已到期及未付之特定股份之未繳催繳及分期，以及本公司可能因法律而就股東或已故股東股份催繳之金額。董事會可豁免可能產生之任何留置權，並可能議決任何股份在若干有限期間豁免遵守本規例之全部或部份條文。

30. (A) 本公司可以董事會認為適合的方式出售本公司擁有留置權的股份，惟除非存在留置權股份的某些款額目前應付，且直至已向當時的股份登記持有人或有權進行股份轉讓的人士，並已向本公司發出令人滿意的證據證明其能力及繳付欠繳股款的人士有權（若有）發出書面通告（表明及要求支付現時應付款項之通知以及倘未能付款則有意出售股份之通知後十四日內）後已屆滿十四日，否則不得出售有關股份。惟股東身故或精神紊亂，以及無能力管理其本身或事務或破產之人士，任何人均不得向本公司發出令人滿意的證據證明彼有權轉讓該股東持有的股份，董事會可行使該等售賣權而無須送達任何有關通知。
- (B) 倘被沒收或出售股份以履行本公司的留置權，在沒收或出售之前對該股份享有權益之股東或其他人士應向本公司送交及立即送交其持有之被沒收或出售股份之股票。
31. 於支付未繳付的債項及債務（包括催繳股款及累計利息及開支）之出售之開支後有關出售之所得款項餘額，將向出售時有權獲取股份之人士或其遺產執行人、遺產管理人或其可能指示之承讓人支付。就使任何有關出售生效而言，董事可授權部份人士轉讓或進行轉讓出售予買方之股份。
32. 以本公司董事或秘書為聲明人作出的法定聲明及本公司股份於聲明所述日期遭正式沒收、交回、出售或處置以滿足本公司留置權，即為具決定性的事實證據，藉此，任何人士不得宣稱擁有該股份。有關聲明及本公司收取就出售、再配發或處置所給之代價（若有）連同（倘有需要）交付予有關買方（或倘買方為存託人，予寄存登記冊）或有關之承配人之股票，將（若有需要，簽立轉讓檔）構成股份之良好擁有權，而股份將以被出售、再配發或處置之人士之名義登記，或倘有關人士為存託人，本公司須促使其名稱將就所出售、再配發或出售之股份而記入寄存登記冊。有關人士無須理會購買款項（若有的運用情況，其於該股份的所有權概不會因股份沒收、交回、出售、再配發或處置程式有任何不合規則或無效之處而受影響。

股份轉讓

33. (A) 全部股份轉讓須以董事及指定證券交易所批准的書面轉讓文據進行。
- (B) 轉讓股份法定擁有權必須由股份登記持有人按當時獲指定證券交易所批准的書面形式進行，而倘當時本公司已上市或倘無法獲得該批准，則以董事可接受的方式進行。股份轉讓文據須由轉讓人及承讓人雙方或彼等的代表簽署及有見證人在旁，惟倘轉讓人或承讓人為存管處或結算所（或其代名人），則轉讓文據縱使未經存管處或結算所或其代表簽署或見證，卻仍屬有效；或倘轉讓人或承讓人為結算所（或其提名人），則以親筆或機印方式簽署或董事可能不時批准的其他簽立方式進行。轉讓人仍被視為相關股份的持有人，直至承讓人的姓名在股東登記冊或存管處（視情況而定）列為有關股份持有人。
- (C) 無論如何，股份不得轉讓予任何嬰兒、破產人士或神智不健全的人士或無法管理本身事務的人士。
34. 股東登記冊及轉讓人登記冊將於董事不時釐定的時間及期間暫停登記。但是，該等登記冊於任一年內暫停登記的時間不得超過 30 天，且本公司須按指定證券交易所的規定就每一次暫停登記事先發出通知，列明暫停登記的期限及目的。
35. (A) 概無限制轉讓繳足股份（除法律或規則、規例或指定證券交易所的上市規則規定外），惟董事會可酌情拒絕登記任何本公司擁有留置權的股份的轉讓，而倘股份為未繳足股款，則可拒絕登記向彼等並不批准的承讓人的轉讓（在指定證券交易所上市規則允許之情況下），惟倘董事會拒絕股份登記轉讓，本公司須於作出有關股份轉讓申請日期起計的十(10)個市場日內（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的期間），向申請人發出書面通告，根據法規的規定闡明合理拒絕之事實。

- (B) 董事會可拒絕登記任何股份轉讓文據，除非：
- (a) 董事會不時規定不超過 2.00 新元（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的有關費用）已就股份轉讓支付予本公司；
 - (b) 根據當時生效的有關印花稅的任何法律繳足印花稅的轉讓文據，已存放於辦事處或董事會指定的有關其他地點（如有），連同繳付印花稅（倘根據當有效的印花稅相關法律就轉讓文據須支付任何印花稅）證書、與其有關股票及董事會可合理規定顯示轉讓人作出轉讓的權利的有關其他證據（倘轉讓文據乃由其他人士代表簽立）該名人士如此行事的權利；及
 - (c) 轉讓文據只涉及一(1)類股份。
36. 所有已登記的轉讓過戶文據均須由本公司保管，但任何董事拒絕登記的轉讓過戶文據，須退還送交人士（詐騙除外）
37. (A) 本公司有權銷毀所有不時已登記，並由登記日期後已屆滿六(6)年之轉讓文據；並由記錄日期後已屆滿六(6)年之股息委託文件和更改地址通知書；及所有已被註銷，並由註銷日期後已屆滿六(6)年之股票，並應為本公司的利益而不可推翻地推定，每項基於已被銷毀的轉讓文據或其他文件而登記於股東名冊的事項，均是適當地及正確地作出；而每份被銷毀的轉讓文據均是有效的文件，並已被適當地及正確地登記；而每張已被適當地及正確地註銷的股票以及任何其他於上文中提及的檔，均為根據本公司之簿冊及記錄之有效文件，惟：
- (a) 本條文只適用於在真誠行事下銷毀之檔，以及並無收到知會有關檔之申索（不論任何一方進行銷毀）；

- (b) 本條文並不應被理解為把早於上述期限銷毀檔的責任加諸本公司，或在任何其他情況下，不會沒有本條文的情況下把該責任加諸本公司；
 - (c) 本條文對任何檔銷毀之提述，包括以任何形式處置該等檔。
- (B) 除另有規定外，根據指定證券交易所之規程及任何適用上市規則，除非董事會另行協定（有關協定可按董事會可不時全權酌情規定的有關條款進行並受其有關條件所規限，而董事會在未給予任何理由的情況下有權全權酌情作出或撤回有關協定），否則股東名冊總冊的股份不得轉讓至任何股東名冊分冊，而任何股東名冊分冊的股份亦不得轉讓至股東名冊總冊或任何其他股東名冊分冊。倘屬股東名冊分冊的任何股份，所有轉讓檔及其他所有權檔，須送呈至有關過戶登記處作登記；倘屬股東名冊總冊的任何股份，則須送呈至辦事處或按照規程存置名冊的其他地點作登記。

股份轉交

38. (A) 倘其名字記入股東名冊之股東身故，則其一位或以上尚存人（倘死者為聯名持有人）及已故股東之遺產執行人或遺產管理人（倘其為單一或唯一尚存持有人）將為就擁有其於股份中權益而獲本公司認可的唯一人士。
- (B) 倘為存託人之股東身故，則其一位或以上尚存人（倘死者為聯名持有人及已故股東之遺產執行人或遺產管理人（倘其為單一或唯一尚存持有人且該遺產執行人或遺產管理人已就已故股東之任何股份記入寄存登記冊））將為就擁有其於股份中權益而獲本公司認可的唯一人士。
- (C) 本章程所述並非用以解除已故持有人（不論單一或聯名）的遺產就其持有的任何股份涉及的任何責任。

39. (A) 因其身故或破產而有權擁有股份的任何人士，因其名字記入股東名冊寄存登記冊(視情況而定而有權擁有股份的法律擁有權之任何嬰兒的監護人，任何擁有管理其名字記入股東名冊寄存登記冊(視情況而定)之股東遺產之權利之人士，以及精神紊亂及無能力管理其本身或事務的人士(在以下所述規限下於向本公司出示董事會不時合理正式要求以顯示其於股份的法律所有權證據後，可選擇登記成為股份持有人或提名其他人士登記為該股份的受讓人。於任何情況下，董事會有權拒絕或暫停辦理股份過戶登記手續，猶如股東轉讓股份的情況般。
- (B) 上述如此成為有權享有股份之人士，如選擇將其本人登記，應向本公司交付或送交一份由其本人簽署並述明所作選擇之書面通告。倘該人士選擇以他人之名義登記，則須將有關股份過戶予該人以證實其選擇。本章程規例中一切關於股份轉讓權利及股份轉讓登記的限定、限制及條文，均適用於前述的通知或股份轉讓書，猶如股份並未轉交，而有關的通知或股份轉讓書是由該股東簽署的股份轉讓書一樣。
40. (A) 除規例另有規定或根據規例者外，因股份轉交(於向本公司出示董事會不時要求以顯示其於股份的所有權證據後而有權擁有股份的人士，應有權獲得相同於倘其為股份持有人而有權獲得的股息及其他利益，惟該人士在股東名冊登記為股東或其名字記入有關其股份之寄存登記冊之前，其無權就該股份(除獲董事會授權下)行使股東就本公司大會所獲授的任何權利。
- (B) 董事會可隨時發出通知，要求該人士作出選擇以將自己登記或將股份轉讓；如該人士在九十天內沒有遵從該通知，董事會可於其後不予支付有關該股份的任何股息或其他款項，直至通知內的要求已獲遵從為止。
41. 就任何遺囑認證書或遺產管理書或死亡證明書、停止通知書或委任書，或登記有關或影響所涉股份的所有權或就相關股份記入股東登記冊或寄存登記冊(視情況而定)，向本公司支付不超過 2.00 新元(或董事會依據指定證券交易所可能不時規定的該等限制所釐定的其他費用)之費用。

中央寄存系統

42. 提述股東之處，即為提述本公司股份之登記持有人，或如登記持有人為寄存登記冊或結算所，即為提述代表寄存處或結算所持有股份之存託人，惟倘：
- (a) 除非法規或法律另有規定外，名列在寄存登記冊或結算所存置的存管登記冊上的存託人（作為代表寄存登記冊或結算所持有本公司股份的存託人）僅在任何股東大會舉行前 72 小時，才有權出席大會並於會上發言及表決，本公司有權認為每個存託人或代表存託人之證券賬戶的全部餘額的存託人的一個或多個受委代表，根據寄存登記冊或結算所提供給本公司的寄存登記冊或結算所之記錄，代表實際記入存託人的證券賬戶的股份數目，且存託人的證券賬戶的餘額按照存託人指定受委代表時所指明的相同比例，在該等數目的受委代表之間分配，在受委代表之間分配所述股份數目；藉此，任何委任存託人受委代表的文據不會僅因委任代表文據所指明之存託人的持股比例或存於存託人的證券賬戶的餘額已按該等數目的受委代表分配，代表其指定代表的存託人持股比例的總額，以及存託人於股東大會召開時在證券賬戶中的真實餘額（若該文據按上述方式處理）之間有差異而變得無效；
 - (b) 本公司向寄存登記冊或結算所支付應付予存託人的任何股息，須在付款的範圍內解除本公司對有關付款的任何進一步法律責任；
 - (c) 本公司向寄存處或結算所交付有關存託人就以供股或其他優先發售或紅股發行提呈發售新股之暫定配額或股票的規定，該項交付解除本公司對每名存託人就其享有之個別權利的任何進一步法律責任；及
 - (d) 本規例中關於股份的轉讓、轉交或核證的規定不適用於轉讓記賬證券（定義見法規）

除外權益

43. 除非法規或法律另有規定外，本公司概不承認任何人士以信託方式持有股份，本公司毋須亦無責任以任何方式承認（即使已得悉有關情況任何股份或任何碎股之衡平權益、或然權益、未來權益或部份權益或（只有在本規例或法規或法律另有規定之情況下有關任何股份之任何其他權利，惟記入股東名冊作為登記持有人的有關人士（除存託人或其代名人（視乎情況而定以外的人士之整體絕對權利則作別論。並且本規例中所載的關於寄存登記冊、結算所或存託人或本公司與股份之任何共同寄存處訂立的任何存管協議，在任何情況下均不應被視為限制、局限或符合上述規定。

股 額

44. 本公司可不時透過普通決議案將任何繳足股份轉換為股額，並可不時透過類似決議案將任何股額再轉換為任何幣值之繳足股份。
45. 股額持有人可能與可能已於先前已轉讓予轉換之股額產生的股份相同的方式（在盡量相同情況許可下），轉讓相同或任何部份股額，並受相同規例規限，惟除以董事會可能不時釐定之單位外，股額概不能轉讓。
46. 股額持有人將根據其持有之股額金額，享有相同的權利、特權及利益，如股息、股本回報、投票及其他事宜，猶如彼等於產生股額時持有股份，惟原本不會賦予該特權或利益（如於股份中存在的股額金額概不會賦予有關特權或利益（惟參與本公司溢利及資產除外）；而兌換概不影響或有損所兌換股份之任何優先或其他特權。

股東大會

47. 除公司法另行允許外，股東週年大會須每年舉行一次，時間（上一次舉行股東週年大會後十五個月內）和地點由董事會釐定（受限於指定證券交易所上市規則）如指定證券交易所上市規則有規定，所有股東大會均須在新加坡舉行，除非本公司註冊成立地區的有關法律及法規禁止，或指定證券交易所豁免該等規定。所有其他股東大會須稱為股東特別大會。本公司財政年度終結至本公司股東週年大會日期的間隔，不得超過四(4)個月或公司法及指定證券交易所上市規則或不時適用於本公司的其他法例規定的期間。
48. 董事會倘認為合適及倘法規有所規定，可適當地隨時召開股東特別大會；或如無請求，股東特別大會可由於遞交要求當日持有有權於本公司股東大會投票的本公司繳足股本總額不少於十分一(10%)的提出要求的人士召開。

股東大會通告

49. 在規程可能不時訂明的有關其他最短期限規限下，股東週年大會須通過發出不少於 21 個整日或 20 個完整營業日（以較長者為準）的通告予以召開，而任何於會上建議通過特別決議案的股東特別大會，須通過發出不少於 21 個整日或 20 個完整營業日（以較長者為準）的通告予以召開。所有其他股東特別大會則可通過發出不少於 14 個整日及不少於十(10)個完整營業日（以較長者為準）的通告予以召開。在各情況下，通告期間不包括送達或視為送達的日期，亦不包括股東大會將予舉行的日期，並須按下文所述方式向全體股東發出，但不包括根據章程細則條文無權從本公司收取有關通告的人士，惟倘符合下列情況，即使召開股東大會通告期較上文所述者短，則仍被視為已被正式召開：
- (a) 如為召開股東週年大會，由全體有權出席及表決的股東同意；及
 - (b) 如為股東特別大會，由有權出席並在會上表決的大多數股東同意，而該大多數是指不少於有權在會上表決的全體股東總表決權的 95%。

倘因意外遺漏向任何有權收取通知的人士發出通知或因意外致使任何有權收取通知的人士未能收到通知，概不會導致任何股東大會的程式失效。倘任何股東特別大會提呈通過特別決議案，任何股東大會須提前至少 14 個整日或 10 個完整營業日（以較長者為準）以廣告形式在日常新聞中向股東通知並向指定證券交易所作出書面通知（不包括通知日期及大會日期），倘為任何股東週年大會，則須提前至少 21 個整日或 20 個完整營業日（以較長者為準）以廣告形式在日常新聞中向股東通知有關股東特別大會並向指定證券交易所作出書面通知（不包括通知日期及大會日期）。

50. (A) 召開股東大會的每份通告須註明會議地點及日期與時間。並應在每份通告的合理顯眼位置載列有權出席及表決的股東，有權委任超過一名或多名委任代表代其出席及表決，且委任代表毋須為本公司股東的陳述。
- (B) 如屬股東週年大會，其通告亦須註明該會議為股東週年大會。
- (C) 如在股東大會上需處理例行事務以外事項（「**特別事務**」），則通告須指明該事項的一般性質；如擬提呈任何特別決議案，該通告須載明其為特別決議案。
51. 例行事務指並應包括僅在股東週年大會上處理的下列事項，即：
- (a) 宣派股息；
- (b) 收取及採納財務報表、董事會報告及核數師報告及按規定須附帶或附錄於財務報表的其他文件；
- (c) 委聘或續聘董事以填補因董事退任（不論因輪席告退或其他）而於大會產生的空缺；
- (d) 委委聘或續聘退任核數師（除非有關核數師最近並非於本公司股東大會委任）；
- (e) 釐釐定核數師酬金或決定有關酬金的釐定方式；及
- (f) 釐定董事袍金。

52. 考慮特別事務之股東大會之任何通告，須附帶一份陳述，說明有關該特別事項的任何提呈決議案對本公司的影響。

股東大會議程

53. 董事會主席（或倘其未能出任，則為副主席）須出任股東大會主席。倘並無主席或副主席，或倘於任何會議上，主席或副主席在會議指定舉行時間後五(5)分鐘內仍未出席及不願出任，則出席會議的董事可在彼等當中選舉一(1)名董事擔任會議主席（或倘概無董事出席或倘所有出席董事拒絕出任主席，則出席股東可選擇一(1)名股東）出任主席。
54. 除委任大會主席外，在任何股東大會上，除非在開始進行處理事務時有構成法定人數的股東出席，否則不得在會上處理事務。除本條例另作規定者外，任何股東大會之法定人數為由親身出席或委任代表出席的兩(2)名股東，惟(i)就為確定是否有足夠法定人數而言，代表多於一(1)名股東的受委代表只計算為一名股東；及(ii)就為確定是否有足夠法定人數而言，如股東由多於一(1)名受委代表代表，則該股東的受委代表只可計算為一(1)名股東。此外，為法定人數的目的而言，任何股份的聯名持有人應被視為一(1)名股東。作為股東的法團或有限責任合夥企業，如根據第 74 條的條文代表，須當作親身出席。
55. 倘於股東大會指定舉行時間後三十分鐘（或大會主席可能認為適合之較長時間）內出席人數未達法定人數，則（倘大會乃應股東要求而召開）須予解散。在任何其他情況下，則須押後至下星期同日同一時間及地點（或倘該日為公眾假期，則為該公眾假期後之下一個營業日）或董事會透過發出不少於十(10)日通知而可能指定的其他時間及地點舉行。
56. 在有法定人數出席的任何股東大會上取得同意後，大會主席可（及倘大會作出如此指示則須）不時押後會議（或休會）或另定舉行地點，惟於任何續會上，除處理於大會押後時已可能合法處理的事務外，概不得處理其他事務。倘大會休會，則續會之時間及地點將由董事釐定。倘大會押後三十日或以上或休會，則須按照原會議的形式發出不少於七(7)日的續會通知。

57. 除前文所述者外，無須就舉行續會或續會所審議的事項發出任何續會通告。
58. 倘對所考慮之任何決議案提呈修訂，惟大會主席真誠判定為不當，則對有關決議案之議程不會因有關判決之任何錯誤而失效。倘以特別決議案形式正式提呈決議案，則在任何情況下不能考慮任何修訂（僅為對明顯錯誤而作出文據修訂除外）或就此作表決。
59. (A) 倘指定證券交易所的上市規則有所規定，則於任何股東大會提請投票的全部決議案應通過投票方式決定，惟指定證券交易所撤銷該規定則除外。如果數算了任何不應該計入或可能會被拒絕的票，該項失誤不得導致表決結果無效，惟在同一股東大會或其任何延會中指出此失誤則除外，並且只有在主席認為具足夠相關性才使然。
- (B) 本章程另有規定時，於任何股東大會提請投票表決的決議案應通過舉手錶決決定，惟下列人士要求投票（於宣佈舉手錶決結果之前或之時表決則除外）
- (a) 主席；或
 - (b) 親身或委任代表或授權代表或（倘為法團代表出席大會的不少於五(5)名有權投票表決的股東；或
 - (c) 親身或委任代表或授權代表或（倘為法團代表出席大會的持有或擁有(視況而定)有權在股東大會投票的全體股東投票權總數百分之五(5%)的任何股東；或
 - (d) 親身或委任代表或授權代表或（倘為法團代表出席大會的持有或擁有視況而定授權在股東大會投票本公司股份的任何股東，即已就其支付相當於不低於就賦予該權利的股份總數已付總額百分之五(5%)款項的股份，

惟選舉主席或提請續會時不得要求投票。有關其他問題的投票須立即進行或於主席指定的有關較後時間（不遲於大會日期後30天）及地點進行。並非立即進行之投票不會發出通知。提請投票僅於股東大會批准後方可進行。

60. 除非需要進行投票，否則大會主席宣佈決議案獲通過、或一致通過、或按特定大多數通過、或已否決決議案，及在會議記錄冊內記錄，即屬有關事實的決定性證據，而毋須證明贊成或反對有關決議案的投票數目或比例。倘須進行投票表決，進行方式（包括使用投票箱或表決紙或票或電子方式）須依從股東大會主席指示，而投票結果須視為要求進行投票表決的大會上的決議案。主席可（及倘指定證券交易所的上市規則規定或倘大會有所指示）委任監票人，並可押後舉行大會至主席釐定的地點及時間，以宣佈投票結果。
61. 如果贊成票與反對票相等（無論以舉手或投票方式表決），主席有權在以舉手或投票方式表決的股東大會上投決定票。
62. 在主席宣佈股東大會結束後，如已離席，則不得以任何藉口提出或討論任何事務或問題。

股東投票

63. (A) 在表決所附任何特別權利、優先權或限制規限下或根據該章程細則有關任何類別股份的相關規定，享有表決全的各名股東可親身或委任代表進行表決。
- (B) 以舉手方式表決時，每名親自或由受委代表出席的股東均可投一票，惟
 - (a) 倘股東並非相關中間人或一家結算所（或其代名人）並委任兩(2)名代表代為出席，則股東決定（或股東未決定，由主席授權人士決定的兩(2)名委任代表，僅其中一(1)名將有權全權酌情以舉手方式進行表決；及
 - (b) 如屬相關仲介機構或結算所（或其代名人）並由兩(2)名或以上受委代表出席之股東，則每名受委代表有權以舉手表決方式表決。
- (C) 倘以投票方式表決，親身或委任代表出席的每名股東將可就其所持或代表的每一股股份投一(1)票。

- (D) 為釐定股東（存託人或其受委代表於任何股東大會投票表決時的票數，所持有或代表的股份就該名存託人的股份而言，指於相關股東大會舉行前72小時經存管處或結算所向本公司核證，以其名稱載於寄存登記冊內的股份數目。在破產期間，破產之股東不得行使其作為股東出席本公司任何大會或在會上投票或行事的權利。
- (E) 倘本公司得悉任何股東根據指定證券交易所上市規則須就本公司任何特定決議案放棄投票，或受限制僅可就本公司任何特定決議案投贊成票或僅可投反對票，則該股東或其代表違反有關規定或限制而作出的表決一概不予計算。
64. 倘屬任何股份之聯名持有人，其中任何一(1)名人士可於大會上就有關股份投票（無論親身或透過委任代表）或計入法定人數，猶如其為唯一有權投票人，惟倘超過一(1)名該等人士出席大會，則排名最先之持有人（不論親身或受委代表）的投票方獲接納，其他聯名持有人之投票一律不獲接納；就此而言，聯名持有人之排名先後乃根據股東名冊或（視乎情況而定）有關股份之寄存登記冊內之排名次序決定。就本條規例而言，身故股東的多名遺囑執行人或遺產管理人應被視為有關股份的聯名持有人。
65. 倘於新加坡或其他地區由聲稱就此擁有司法權的任何法院委任任何接管人或其他人士（無論以任何名稱），按精神紊亂理由（無論如何擬定就任何股東的財產或事務行使權力，董事可全權酌情在及有待提供董事會可能要求的該等委任證據後，准許該接管人或其他人士代表該股東於任何股東大會上親身或由受委代表表決，或就本公司大會行使股東身份所賦予的任何其他權利。
66. 任何因其持有股份而有權親自或派出代表在股東大會上投票或行使其為在本公司會議上作為股東所賦予的權力，在付清其所持有股份的催繳股款通知書或其他可以立即支付的款項之前不可以在該股東大會上進行表決。
67. 任何人士均不得對任何投票人之可接納性提出異議，惟在反對投票之股東大會或續會上提出或表示異議者則除外。任何提出之異議，均須交由主席處理，其決定即為最終及具決定性。

68. 以投票方式表決時，股東可親自投票或由代表投票，而有權投超過一(1)票的股東無須行使其全部投票權，或以相同方式行使其全部的投票權。
69. (A) 除法規另有其他規定外：
- (a) 如非屬相關仲介機構或結算所(或其代名人)，股東可委任不多於兩(2)名代表出席同一次股東大會並在會上發言及表決。若該股東之受委代表表格委任一(1)位以上代表，則每名代表代表的有關股份的比例須在受委代表表格中指明。如未指定比例，則本公司有權將首位代表視為代表在寄存登記冊中以其名義輸入的全部股份數目，以及任何第二位代表作為首位代表的替代人，或本公司有權選擇將代表委任文據視為無效；及
 - (b) 如屬相關仲介機構或結算所(或其代名人)，股東可委任兩(2)名以上代表出席同一次股東大會並在會上發言及表決，惟每名代表必須獲委任以行使該等股東持有的不同股份所附帶的權利。若該受委代表表格委任兩(2)名以上代表，則委任代表代表的股份數目及類別須在受委代表文據中指明。
- (B) (a) 倘股東為存託人，則本公司應有權及必須：
- (i) 倘於股東大會舉行時間前 72 小時於由存管處或清算所向本公司核證的寄存登記冊中並無顯示有任何以存託人名義登記的股份，則拒絕該存託人遞交的任何委任文據；及
 - (ii) 接納於股東大會舉行時間前 72 小時於由存管處或清算所向本公司核證的寄存登記冊中以存託人名義登記的股份數目為存託人委任的受委代表於投票表決時合共可投的最高票數，而不論有關票數乃大於或小於由該存託人遞交的委任文據中指定的數目。
- (b) 本公司有權並須於釐定有關向其提交之填妥受委代表文據之投票及其他事宜之權利時，依據受委代表文據所作出之指示(若有)以及附註(若有)。

(C) 受委代表毋須為本公司股東。

70. (A) 委任受委代表之文據須以任何常用或一般書面形式或董事可能批准之形式作出（惟此不妨礙同時使用兩種形式）並：

(a) 倘為個人：

- (i) 由該人或其書面正式授權人簽署，如代表委任文據以專人交收或以郵遞方式送交；或
- (ii) 由該人藉由董事會批准的該等方法及方式授權，若文據透過電子通訊提交；及

(b) 倘股東為公司：

- (i) 如代表委任文據以專人交收或以郵遞方式送交，則由書面正式授權人或公司正式授權的法團代其簽署蓋印（或按該法規選擇一個法定管理人簽署）；或
- (ii) 如文據以電子通訊方式提交，則該法團以董事會批准的該等方法及方式授權。

董事會可為該等規例第 70(A)(a)(ii)條及第 70(A)(b)(ii)條的目的指定認證任何該等文據的程式，而任何未經使用該等程式而認證的文據，將視作本公司並未收到。

(B) 於該文據之簽署或授權無須由見證人見證。倘委任受委代表之文據由授權人代委任人簽署或授權，則有關之函件或授權書或其正式核實之副本（倘之前未於本公司登記）須根據規則第 71 條與受委代表之文據一併提交，倘未能如此，則文據可能被視為無效。

(C) 董事會可全權決定：

- (a) 批准授權的委任代表文據的方法和方式；及
- (b) 指定認證委任代表文據之程式，

根據規例第 70(A)(a)(ii)條及第 70(A)(b)(ii)條之規定，可適用於其所釐定的股東或類別股東。如董事並未如此批准及指定（不論是否屬於某一類別），規例第 70(A)(a)(i)條及／或第 70(A)(b)(i)條（視乎情況而定）須適用。

71. (A) 委任代表之文據或委託書或其他授權書（若有）

- (a) 如以專人或郵遞方式送交，必須送達在辦事處或註冊辦事處或舉行股東大會隨附的票據或任何檔的通知指定的其他地方（若有）；或
- (b) 如透過電子通訊提交，須通過就此目的召開股東大會的通告內或以附註方式或在隨附召開股東大會的通告的任何文檔中就此目的而指定的方式接收，

且在任一情況下，須於不遲於指定召開股東大會或股東大會續會的時間（或倘為投票，則為指定的投票時間前 72 小時，否則被視為無效。存置委任代表文據並不妨礙相關股東親身出席股東大會及任何相關股東大會續會並於會上投票。在此情況下，股東於出席股東大會時，委任代表被視為被相關股東撤銷。

- (B) 董事可就股東或彼等釐定的類別股東，全權酌情確定委任代表文據通過電子通訊遞交的方式（如第 71(A)(b)所詳述）倘董事並無就股東（無論為類別股東或其他股東）作出此項規定，則第 71(A)(a)條適用。
- (C) 除當中載有相反指示外，委任文據對其相關股東大會的任何續會應同樣有效，惟倘委任文據涉及一(1)次以上大會（包括其任何續會），並曾按此方式就任何大會交付，則無須就其有關的任何隨後大會而再次送交。

72. 委任代表文據應被視作附有權利要求或聯名要求進行表決，以撤銷任何決議案或其修訂案及於大會發言。
73. (A) 委託人辭世或喪失行為能力、或撤銷委任代表或委任代表所依據的授權或與委任代表相關的股份已被轉讓，只要本公司辦事處或註冊辦公室（或其他存放任命委任代表的文書的指定地點在股東大會或股東大會續會召開前或（在需投票的情況下則為召開大會或續會當日以外的其他日期）相關投票的指定點票時間前至少一(1)小時，並無收到有關任何辭世、喪失行為能力、撤銷或轉讓事項的書面提示，則委任代表依據委任文書（就本章程而言亦包括授權書）指示作出的表決仍然有效。
- (B) 在本章程及法例的規限下，董事可全權酌情批准及實施（受可能視為必要或合適的安全措施約束）投票方法，以令受在任何股東大會上未能親身投票的股東選擇進行遙距投票，包括但不限於透過郵件、電子郵件或傳真投票。
- (C) 如結算所（或其代理人，為法團為股東，其可授權其認為合適的任何人士在本公司任何大會或類別股東大會上擔任其代表或委任代表，惟倘超過一(1)名人士獲如此授權，該項授權或代表委任表格須指明每名按此獲授權之有關人士所代表之股份數目及類別。每名根據本條獲授權之有關人士均被視為已獲正式授權，無需出示任何其他所有權文件、公證授權書及／或其他實證以證明有關人士獲正式授權，有關人士有權行使該結算所（或其代理人）的同等權利及權力（猶如其為結算所（或其代理人）所存置本公司股份的登記持有人）
- (D) (a) 本公司須存置一(1)份或多份股東登記冊，並載入下列詳情，即：
- (i) 各股東的名稱及地址、其所持股份數目及類別以及就有關股份已支付或同意視為已支付的股款；
 - (ii) 各人士記入股東登記冊的日期；及
 - (iii) 任何人士不再為股東的日期。

- (b) 本公司可於任何地方存置海外或當地或其他股東登記冊分冊，而董事會可就存置任何有關登記冊及就此選取過戶登記處訂立或修訂其確定屬必要、適當或適宜的規例。
- (E) 股東登記冊及股東登記冊分冊（視情況而定）須於每個營業日最少兩(2)小時，在過戶登記處或按照相關法例存置登記冊的其他地點免費供股東查閱，或經收取最多 1.00 新元（或根據董事釐定的現行匯率計算的等值港元）或董事會指定的較低費用後，或經收取最多 1.00 新元（或根據董事釐定的現行匯率計算的等值港元）或董事會於過戶登記處指定的較低費用後供任何其他人士查閱。於指定報章或任何指定證券交易所規定的任何其他報章以廣告方式或以指定證券交易所可能接納的方法以任何電子方式發出通知後，股東登記冊（包括任何海外或當地或其他股東登記冊分冊）可於董事會釐定的時間或期間整體或就任何類別股份暫停登記，惟暫停登記期間每年合共不得超過 30 日。
- (F) 不論章程有任何其他條文規定，惟受指定證券交易所的上市規則規限下，本公司或董事可釐定任何日期為下列記錄日期：
- (a) 釐定股東有權收取任何股息、分派、配發或發行的記錄日期；及／或
- (b) 釐定股東有權收取本公司任何股東大會通知及於大會投票的記錄日期。

由代表代行之法團

74. 身為本公司股東的任何公司或有限合夥可透過其董事會或其他管治機構的決議案，授權其認為適合的人士擔任於本公司任何大會或本公司任何類別股東大會的代表。獲授權人士有權代表該公司行使倘公司為本公司個人股東可行使的同等權力，而倘一名人士獲授權出席大會，則有關公司須就本規例（惟在公司法規限下之所有目的而言，被視為於任何有關大會親自出席。

董 事

75. 受下文所限，董事（全部須為自然人）不得少於兩(2)人，亦不得多於十二人。本公司可透過普通決議案不時修訂最高董事人數。
76. 董事毋須以合資格方式持有本公司任何股份。然而，非為本公司成員的董事仍有權收取股東大會通知且參會並於會上發言。
77. 董事的一般薪酬須由本公司以普通決議案不時釐定，該薪酬不得增加，惟根據在股東大會上通過的普通決議案則除外，而該項建議增加的通告須於召開股東大會的通告內提供。除該決議案另有規定外，建議增加的薪酬須按董事同意的方式由各董事分配，如未能達成協議，則由各董事平分，惟在任時間僅為有關應付薪酬期間其中部分的任何董事將僅可就其在任期間按比例收取該等部分的薪酬。董事的一般薪酬須為固定金額，而並非溢利或營業額的佣金或百分比形式。
78. 如任何董事擔任行政人員職務或效力於董事轄下任何委員會，或履行董事認為屬董事一般職責範圍以外的服務，則可以薪金、佣金或董事可能釐定的其他方式獲支付董事一般酬金以外的或替代董事一般酬金的額外薪酬，惟付予執行董事的該等額外薪酬包括不得以營業額佣金比率或百分比，而付予非執行董事的額外薪酬則應為固定金額，並非按佔溢利或營業額佣金比率或百分比計算。
79. 董事可向任何董事償還其於往返本公司董事會或董事轄下任何委員會的會議或股東大會或任何類別股東大會或於或就本公司業務可能產生的一切有關合理開支。
80. 董事有權支付及同意支付長俸或其他退休金、養老金、撫恤金或傷殘福利予當時擔任任何行政人員職位的任何董事（或任何有關人士），並就提供任何該等退休金或其他福利而言，向任何計劃或基金供款或支付保險金。

81. (A) 在法例及指定證券交易所上市規則的條款規限下，除核數師職位外，董事可以兼任本公司任何其他帶薪職務或崗位，而董事本身及其作為股東的任何事務所可以其專業身份為本公司行事，任期及條款（關於酬金及其他方面）由董事會確定。任何董事或候任董事不應因其職務而使其喪失作為賣方、買方或以其他身份與本公司訂立進行或訂立任何安排的資格，而且任何上述交易或安排或者本公司或其代表訂立的且任何董事以任何方式在其中擁有權益的任何合約、交易或安排不應因此而無效，以及如此進行交易或如此在其中擁有權益的任何董事亦毋須因該董事擔任上述職務或據此建立受信關係，而須就任何上述交易或安排變現的任何利潤向本公司作出解釋，惟各董事及高級行政人員（或擔任同等職位的人士應遵守法例規定及指定證券交易所的上市規則，披露董事及高級行政人員（或擔任同等職位的人士）在與本公司訂立或擬訂立的交易中擁有的權益或董事或高級行政人員或擔任同等職位的人士擔任或擁有的可能產生與擔任董事或高級行政人員（或擔任同等職位的人士）所擁有權益相衝突的職務或權益的職位或財產（視情況而定）。
- (B) 為免生疑問，只要本公司股份於香港聯合交易所有限公司上市，獨立非執行董事或彼擔任股東的任何商號，不得於其擔任獨立非執行董事的任期內及於緊接其獲委任前十二(12)個月內任何時間以任何專業身份為本公司行事。
- 81A. (A) 獲悉其以任何方式於其在與本公司訂立的合約或安排，抑或建議訂立的合約或安排中（不論直接或間接擁有權益的董事，倘彼已知悉彼當時存在該權益，則應於首次考慮訂立合約或安排之問題的董事會議上聲明其權益性質；於任何其他情況下，則在彼知悉彼擁有或變為擁有該權益後的首屆董事會議上作出上述聲明。就本條而言，向董事發出之全體通知若說明：
- (a) 彼為指定公司或商號的股東或高級職員，並將被視為在其與該公司或商號可能在發出通知當日之後訂立的任何合約或安排中擁有權益；
或
- (b) 彼將被視為在彼與彼有關連的指定人士可能在發出通知當日之後訂立的任何合約或安排中擁有權益，則將視為已就任何上述合約或安排對本條規定的權益作出充分聲明，

惟上述通知除非(i)已於董事會會議上提呈，或董事已採取合理措施確保該通知已於發出後的下屆董事會會議上提呈並閱讀；或(ii)根據組織章程發出，否則將為無效。

- (B) 除非倘本公司為香港註冊或成立之公司經於採納該等章程之日生效的《公司條例》（香港法例第 622 章）第 505 條批准，及除非獲法規批准，否則本公司不得直接或間接：
- (a) 向本公司董事或本公司任何控股公司的董事或彼等各自的聯繫人（定義見指定證券交易所的適用上市規則，如適用）作出貸款；
 - (b) 就任何人士向本公司董事或上述本公司任何控股公司的董事作出的貸款，訂立任何擔保或提供任何抵押；或
 - (c) 倘本公司任何一(1)名或多名董事持有（不論共同或個別，抑或直接或間接另一間公司的控股權益，向該另一間公司作出貸款或就任何人士向該另一間公司作出的貸款訂立任何擔保或提供任何抵押。

本章程第 81A(B)條應僅在本公司股份於香港聯合交易所上市的情況下為有效。

- (C) 董事不得對批准彼或任何與彼關係密切的聯繫人直接或間接擁有重大個人權益的任何交易、合約或安排抑或任何其他建議的任何董事決議案投票，亦不得計入法定人數。倘於任何董事會議上產生有關董事權益重大程度，或有關合約、安排或交易抑或建議的合約、安排或交易的重大程度，或有關任何董事投票或計入法定人數的權利的任何問題，而該問題未能透過相關董事自願同意放棄投票或不計入法定人數解決，則應交由大會主席（若問題有關大會主席的權益，則為與會的其他董事處理，主席（若適用，為其他董事）有關該董事（若適用，為主席）的裁決將為最終及終局決定，除非據該董事（若適用，為主席）所知，相關董事（若適用，為主席）權益的性質或程度尚未完全披露予董事。經大多數獨立非執行董事批准後，可由本公司自費委聘專業顧問，而毋須獲得其他董事的事先批准。

- (D) 本條之規定可整體或就任何特定合約、安排或交易而由本公司於股東大會上隨時作出任何程度的中止或放寬，而違背本條章程的任何特定合約、安排或交易，在遵循法例及任何適用法律的情況下可由本公司普通決議案批准，惟其行動正待該普通決議案批准的董事（亦為成員），應放棄以股東身份於股東大會上就該普通決議案投票。
82. (A) 董事會可不時按其可能（受限於法規條文）釐定之條款或期間，委任一(1)名或以上董事為本公司主席或副主席（不論該委任是行政或非行政性質）或是本公司或本公司以任何方式感興趣的任何其他公司的任何行政職務（於適當情況下，包括主席或副主席），且在無損於任何特定情況訂立之任何合約之條款下，可隨時撤銷該委任。
- (B) 任何董事出任主席或副主席或總經理或聯席總經理或副總經理或助理總經理之委任，倘其不再為董事，則自動撤銷，惟不損就違反其與本公司之間訂立之任何服務合約之任何索償。
- (C) 任何董事出任任何其他行政職務之委任，倘其因任何原因而不再為董事，則自動撤銷，除非其出任所涉及之合約或決議案另有明確列明者，而在此情況下，有關終止須不得有損其與本公司之間訂立之任何服務合約之任何索償。
83. 董事會可按其認為合適的條款及條件以及限制，以及在附加於或摒除有關人士本身權力下，向任何出任行政職位之董事委託及賦予其可行使的任何權力，並可不時撤銷、撤回、修訂或修改所有或任何該等權力。

董事總經理

84. 董事會可不時委任一(1)名或以上董事出任董事總經理或其中一名董事總經理或其他人士擔任本公司等同職位，並可隨時（受其或彼等與本公司訂立之任何合約條文所限）罷免或辭退其職務，並委任另一名或多名人士代其或彼等。倘委任為固定任期，則任期不得超過五(5)年。

85. 董事總經理（或擔任等同職位之人士在其與本公司訂立之任何合約條文所限下，須遵守有關本公司其他董事辭任及罷免之相同條款，並倘其因任何原因不再出任董事，彼須因此事實並即時不再擔任董事總經理（或同等職位）。
86. 董事總經理（或同等職位之薪酬由董事不時釐訂，並受本組織章程所限，可為薪金或佣金或溢利之參與或任何或所有該等方式，惟彼在任何情況下均不得以營業額之佣金或百分比作薪酬。
87. 董事總經理（或擔任等同職位之人士須一直受董事會控制，並受此所限下，董事會可不時按其認為合適而委託或授權董事總理由董事會根據規例而當時行使之權力，並可授予受董事會認為合適之時限、條款及條件以及有關之限制所限之權力，董事會可授予之權力可附加於或排除並取代董事會為此授出之所有或任何權力，且董事會可不時撤回、撤銷、修訂或修改所有或任何有關權力。

董事委任及退任

88. 本公司可透過普通決議案委任任何人士作為董事或作為額外董事或填補臨時空缺。在不損害該項權利的情況下，董事亦有權在任何時候作出此項行為，惟董事總數不得超過根據本組織章程釐定的最高人數。董事按此方式委任的任何人士將僅於下屆股東週年大會之前擔任董事職位，且屆時符合資格重選，但不得計入於大會輪值退任的董事人數。
89. 於每屆股東週年大會上，當時三分之一的董事（或倘人數並非三(3)的倍數，則盡可能接近三分之一）將輪席告退，惟每名董事應至少每三(3)年輪席告退一次。
90. 輪席告退的董事應包括（在需要取得規定人數的情況下因年齡原因而應於大會上告退的任何董事或願意告退而不願重選連任的任何董事。任何須告退的其他董事乃自上次獲重選連任或委任以來任期最長而須輪值退任的其他董事，因此倘多名董事乃於同日獲選連任，則將以抽籤方式決定須告退的董事（除非彼等另有協定）退任的董事仍有資格重選連任。

91. 本公司於董事根據本組織章程的任何條文告退的股東大會上，可透過普通決議案選舉退任董事或若干符合資格獲委任的其他人士填補職務空缺。否則，退任董事應視為已獲重選，除非：
- (a) 在該大會上明確議決不填補該職務，或於大會上提呈重選該董事的決議案，但未通過；或
 - (b) 該董事已向本公司發出書面通知，表明其不願重選連任，或該董事根據法例不符合資格擔任董事職務；或
 - (c) 該董事因技術原因以外其他原因不符合資格於任何司法權區擔任董事；或
 - (d) 撤銷一項決議案而違反第 92 條因而導致違約；或
 - (e) 該董事已到適用的退任年齡。

於股東大會結束前，董事退任不會生效，惟通過決議案選舉其他人士取代退任董事，或其重選的決議案已在會上提出並已遭否決除外，因此，獲重選或被視為已獲重選之退任董事的任期將繼續且無間斷。

92. 於任何股東大會上不得動議以單一決議案委任兩(2)名或以上人士為董事之決議案，除非如此動議的決議案已首先經大會同意且並無任何反對票且違反本條動議的任何決議案將有效則除外。
93. 除非指定舉行大會之日之前不少於 11 個完整日及不多於 42 個完整日向辦事處送交合資格出席並於會上投票的股東（推薦擬出選之人士除外）書面簽署通告，列明其擬提呈有關人士出選，以及由擬出選人士書面簽署表明其願意出選意願的通知，否則概無人士（於會上退任的董事除外）合資格於任何股東大會上獲委任為董事。但倘該名人士由董事推薦出選，則須提前不少於九(9)個完整日發佈通告，且該名人士的通告應於進行選舉的大會當日前至少七(7)天內發給股東。

94. 董事須在下列任何事件發生時離職：

- (a) 根據《公司法》不再是董事或根據法規或任何其他法律被禁止或不符合資格擔任董事；或
- (b) 向辦事處遞交親筆簽署的辭職書或倘其提出書面辭職申請而董事決議接受有關申請（並非擔任高級行政人員且具有固定任期的董事）；或
- (c) 倘其破產或獲令或不再與其債權人整體達成任何安排或債務重整協議；或
- (d) 倘彼變得神智不清、或精神失常及喪失行為能力，或倘在新加坡或其他地方，任何就此具司法管轄權的法院因（不論理據如何其精神失常而頒令羈留或委任監護人或委任財產接管人或其他人士（不論名稱如何）以行使有關其財產或事務的權力；或
- (e) 倘其連續六(6)個月以上未得董事許可而缺席董事會於該期間召開的會議；或
- (f) 因技術問題外的原因而於任何司法管轄區無資格擔任董事；或
- (g) 本公司於股東大會根據本組織章程將其撤職。

95. 本公司可根據並受規程的條文所限下，在發出特別通告的情況下，於一名董事（包括總經理或其他執行董事）任期尚未屆滿前，透過普通決議案罷免其職務（儘管本組織章程的任何條文或本公司與該名董事之間的任何協議，惟不損其可能就違反任何有關協議而可能就損害賠償作出的申索），並委任另一名人士替代已罷免的董事，而任何所委任的人士就釐訂其或任何其他董事須輪席告退時，須以其獲委任以替代的該名董事最近獲委任為董事當日成為董事處理。若未委任，由此產生的空缺可由董事臨時填補。

替任董事

96. (A) 任何董事可隨時透過發出親筆書面通知，並呈交辦事處或交予董事會會議，委任任何經大多數董事批准之人士（另一董事或已委任為另一董事之替任人士除外），出任其替任董事，並隨時終止有關委任。有關委任除非之前已獲大多數董事批准，須於取得有關批准並受此規限方可生效。
- (B) 替任董事之委任於發生其倘為董事則須被罷免之任何情況或有關董事（下稱「當事人」）不再為董事下終止。
- (C) 替任董事有權收取董事會會議通告，並有權以董事身份出席其當事人不能親身出席之任何有關會議並於會上投票，並於有關會議上履行其當事人作為董事之所有職責，並就有關大會的議程而言，本組織章程之條文將適用，猶如其（而非其當事人為董事。倘其當事人其時不在新加坡，或臨時因身體不適或無行為能力，其於董事會任何決議案之簽署將與其當事人之簽署同具效力。就董事會可能不時就有關董事會轄下任何委員會之決定而言，本段之上述條文在作出必要之修訂下，將適用於其當事人為成員之任何有關委員會之會議。替任董事（除上述者外）並無作為董事之權力，並就本組織章程之任何其他目的而言不應視為董事。
- (D) 替任董事有權訂約及於合約或安排或交易中擁有權益或獲益，並獲償付開支及獲其倘為董事可獲之彌償（經作出必要之修訂下），惟其無權從本公司就其委任為替任董事收取任何袍金，惟按其當事人可能不時以書面通知本公司所指示下原應付予其當事人之有關部份袍金（如有除外，但任何向其應付之袍金須自其當事人之酬金中扣除。
- (E) 任何替任董事之委任或辭任應獲董事會親筆批准並書面通知本公司後方可生效。
- (F) 任何人士不得同時擔任一(1)名以上董事之替任董事。

董事會會議及議程

97. 在本組織章程之條文規限下，董事可按其認為合適而會晤以處理事務、押後及另行規管其會議。於任何時間，任何董事以及（在一名董事要求下秘書可召開董事會會議。任何該等會議之通告可透過電訊向全體董事（無論該等董事是否位於新加坡或其他地區發出。任何董事可放棄獲取任何會議之通告，而有關豁免具追溯效力。董事可以電話會議、視像會議、影視或其他類似通訊設備（所有與會人士須可聽到對方發言而參加會議，而無須親身出席會議，而根據此規定參與會議之董事將視為親身出席會議。以上述形式參與會議之董事可於釐訂出席大會之法定人數時納入計算中。倘參與該會議最大組別之董事已組成（或倘並無組別，則為該大會主席），則該會議應視為已進行。
98. 審議董事會事務之所需法定人數可由董事會不時釐訂，而除非定為任何其他數目，否則為兩(2)人。有法定人數出席之董事會會議可行使董事會當時可行使之所有權力及酌情權。
99. 任何董事會會議上提出的問題須以大多數投票作出決定。倘票數相等（惟倘僅有兩(2)名董事出席並構成法定人數，或倘僅有兩(2)名董事有資格就有關問題投票除外），則會議主席有第二票或決定票。
100. 董事不得就其直接或間接擁有任何權益之任何合約或安排或任何其他建議表決。董事不應計入任何就其被禁止表決的決議案的會議法定人數。
101. 儘管有任何空缺，繼續留任的各董事仍可行事，但倘及只要當董事人數減少至低於根據或依照本組織章程釐定的最少人數，則除緊急情況外，繼續留任的董事僅可就填補該等空缺或召開股東大會的目的行事，但不得就任何其他目的行事。倘並無董事能夠或願意行事，則任何兩(2)名股東可就委任董事之目的而召開股東大會。

102. (A) 董事會可從成員中選舉一位主席或一名副主席（或兩(2)名或以上副主席），並釐定其任期。副主席可於主席因任何原因缺席期間行使主席職責。惟倘並無委任主席或副主席，或倘於任何董事會會議上，主席或副主席在會議指定舉行時間後五(5)分鐘內仍未出席，則出席的董事可在彼等當中選舉一(1)名董事擔任主席。
- (B) 倘於任何時間有超過一(1)名副主席，在主席缺席時主持董事會或本公司會議之權力將由出席之副主席（倘超過一(1)名之間以委任年資決定或另行由董事議決）。
103. 由大多數董事構成法定人數（法律或本章程禁止對該等決議案投票的人士以書面簽署之決議案，將具正式召開及舉行之董事會會議所正式通過之決議案之效力。任何有關決議案可包括類似形式之多份檔，各由一(1)名或以上董事簽署。「書面」或「簽署」之表述包括任何有關董事批准下以電傳、電報、無線或傳真傳送或任何董事就此目的不時加入而批准之電子通訊形式作出，並倘董事會視為合適，可使用董事會批准之保安及／或識別程式及設備。
104. 董事可轉授其任何權力或酌情權至由董事會一(1)名或以上成員以及（倘認為合適）按下文所規定吸納一(1)名或以上人士組成之委員會。任何所組成之委員會在行使所轉授之權力時，須遵守董事會不時施加之任何規例。任何有關規例可規定或授權吸納董事以外人士加入委員會，而該被吸納成員擁有作為委員會成員之投票權。
105. 任何由兩(2)名或以上成員組成之有關委員會之會議及議程，將由規管董事會會議及議程之規例條文，在作出必要之改動後規管，惟以有關條文並未被董事會根據規例第 104 條訂立之任何規則替代者為限。
106. 董事會任何會議或任何有關委員會或擔任董事或任何有關委員會成員之任何人士作出之所有行為，就被視為真誠與本公司處理事務之所有人士而言，將被視為有效，儘管有關人士出任上述職務之委任出現瑕疵，或任何有關人士不合資格或已被罷免，或無權投票，猶如各名人士已妥為委任，併合資格並繼續為董事或委員會成員，並有權投票。

審核委員會

107. 審核委員會之成員須由董事會根據公司法第 201B 條委任，並須符合指定證券交易所上市規則的規定。

借貸權力

108. 在下文規定及規程條文規限下，董事會可行使本公司一切借款權力，及行使將本公司的業務、財產及未催繳股本作按揭或押記的一切權力，以及發行債券及其他證券（不論是單純發行或是為本公司或任何協力廠商的任何債項、負債或責任作附屬抵押品而發行）的一切權力。

董事會之一般權力

109. 本公司之業務及事務將由董事會管理，有權行使本公司所有權力（並非法規或規例規定須由本公司於股東大會行使者）但仍受限於並未與本公司以特別決議案可能規定之上述規則或條文有違之規例任何規例、法規條文或有關規例所限，惟本公司所訂立之規例將不會令董事在倘未有訂立該等規例則為有效之任何事前行動失效。惟董事會不得通過任何建議出售或處置本公司主要業務，除非有關建議已獲本公司於股東大會上批准。本規例所授予之一般權力不得受任何其他規例而授予董事之任何特別授權或權力所限或制約。
110. 除根據公司法條文外，董事會不得實施任何有關出售或處置本公司全部或大部份業務之建議。
111. 董事會可成立任何地區董事會或代理，管理本公司在新加坡或其他地方之任何事務，並可委任任何人士成為有關地區董事會之成員或任何經理或代理，並可釐定其酬金，以及可向任何地區董事會、經理或代理轉授歸屬於董事會之任何權力、授權及酌情權連同有關之再轉授權，並可授權任何地區董事會之成員或其任何一人填補任何其中之空缺，並在出現空缺下行事，任何有關委任或轉授可按董事認為合適之條款並受有關條件所限下作出，董事會可罷免任何所委任之人士，並可棄除或修訂任何有關轉授，惟真誠處理事務且未獲可有關棄除或修訂通知之人士概不因而受影響。

112. 董事會可不時及隨時透過授權書，按其認為適當的條件就有關目的委任任何公司、商號或人士或任何由多位人士組成的團體（不論由董事會直接或間接提名）在有關期間內擔任本公司的代表，並附有其認為適當的權力、授權及酌情權（不超出規例賦予董事會或其可行使的力）。任何上述授權書可包含董事會認為合適的條款，以保障及方便與任何上述授權人交易的人士，亦可授權任何上述受權人轉授其獲賦予的所有或部份權力、授權及酌情權。
113. 本公司或董事會代本公司可行使就此而由法規所賦予之權力，促使保存股東名冊分冊或股東名冊，而董事會可（受法規條文規限）按其認為合適修訂有關保存任何有關名冊之規例。
114. 所有支票、承兌票據、本票、匯票及其他可議付或可轉讓票據以及支付本公司款項的所有收據均須按董事會透過決議案不時決定的方式簽署、開具、接納、背書或以其他方式簽訂（視乎情況而定）
115. 董事會應致使會議記錄妥為作出，並載入為此目的而提供的簿冊內：
- (a) 所有委任的人員是否參與管理本公司之事務；
 - (b) 出席本公司、董事會及任何董事委員會之所有會議之董事姓名；及
 - (c) 所有在本公司、董事會及董事委員會會議上作出的所有議事程式。

該等會議記錄須由舉行會議的主席或下一次會議的主席簽署。該等會議記錄須獲接納該等會議記錄所述事宜的表面證據。

秘 書

116. 秘書將以董事會認為合適之條款及期限委任。任何所委任之秘書可隨時由董事會罷免，但不損就違反其與本公司之間訂立之任何服務合約而可能就損害賠償作出之申索。倘認為合適之情況下，可委任兩(2)名或以上人士為秘書。董事會亦可不時按其認為合適之條款委任一(1)名或以上助理秘書。秘書或秘書之委任及職責不能與公司法之條文（尤其是公司法第 171 節）及指定證券交易所的上市規則有衝突。

印 章

117. (A) 董事會應妥善保管每個公司印章，該印章在董事會或董事會就此授權的委員會的授權下方可使用。
- (B) 本條規例所賦予的一般權力概不受任何其他規例賦予董事會的任何特別授權或權力所限制或約束。
118. 任何蓋上印章的文件須經一(1)位董事及秘書，或兩(2)位董事，或任何經董事按此目的授權的其他人士親筆簽署，惟就任何本公司股份或債券或其他證券之證書而言，董事可透過決議案決定有關簽署或其一項簽署可透過若干機械電子簽署之方法或方式或董事批准之其他方法加上或蓋上。
119. (A) 本公司可行使法規就海外使用正式印章所賦予的權力及該等權力歸屬董事會所有。
- (B) 本公司可行使法規就公司法第 124 節所述擁有副章之權力，該副章須為印章之複製品，並須在章面加上「副章」等字眼。

備存法定記錄

120. (A) 董事應嚴格遵守公司法之條文，尤其是遵守關於由本公司物業所產生或影響其物業的註冊費用登記冊，關於保存股東名冊、費用登記冊及董事及總裁所持有之股份及債券登記冊，及關於該等登記冊及本公司債券持有者的任何登記冊之副本的編製及提供的規定。

- (B) 本公司根據規程須備存的任何登記冊、索引、會計賬簿、會計記錄或其他簿冊，在公司法規限下並根據公司法規定，可以硬拷貝或電子形式保存，並按董事會認為合適之方式安排。若此類記錄以電子形式保存，董事會須確保能夠以硬拷貝形式進行複製，並須規定對記錄進行認證和驗證的方式。在任何情況下，若記錄並無硬拷貝形式，董事會須採取合理的預防措施，確保這些記錄的正確維護和真實性，防止偽造並方便發現任何偽造。本公司須對本公司根據規程規定須備存的所有賬目、會議記錄冊或其他記錄，進行英文翻譯，該等文件並非以英文保存，間隔不超過七(7)天，只要根據規程要求保留原件，翻譯件亦須與原件一同保留。本公司亦須在辦事處保存所有非英語文書、證書、合約或文件的認證英文譯本，本公司須根據規程規定提供予公眾查閱。

文件認證

121. 任何董事或秘書或董事會就有關目的而委任之任何人士，有權認證任何影響本公司組成之檔，以及本公司或董事會或任何委員會通過之決議案，以及有關本公司業務之任何賬冊、記錄、檔及賬目，並核實其副本或從中之摘錄為真實副本或摘錄；並倘任何賬冊、記錄、文件或賬目存於辦事處以外地點，則保存上述者之本公司之當地經理或其他高級職員被視董事會如上述所委任之人士。任何據稱為經上述核實之本公司或董事會或委員會之決議案副本或會議記錄摘要之檔，為所有與本公司交易人士之最終證據，使其相信有關決議案已獲正式通過或（視乎情況而定）所摘錄之任何會議記錄為正式構成會議之議程之真實及準確記錄。任何根據本規例作出之認證或核證，可透過董事會就此目的不時加入而批准之電子途徑作出，並倘董事會視為合適，可使用董事會批准之保安程式或或設備。

儲 備

122. 董事會可不時從本公司利潤中提撥彼等認為合適的款項至儲備。該款項將按董事會酌情決定用於可適當利用本公司利潤的用途，而在作上述用途之前，可用於本公司業務或作投資。董事會可將儲備分為其認為合適之有關特別基金，並可將已可能攤分儲備之任何特別基金或任何特別基金之一部份合併為一項基金。董事會亦可以不將該款項存放於儲備，而將其任何利潤結轉。董事會於轉撥款項至儲備以及應用有關款項時，須遵守法規之條文。

股 息

123. 本公司可以普通決議案宣派股息，惟股息不得超出董事會建議的金額。
124. 倘若及只要董事認為本公司的溢利足以支持該等派付，則董事可於指定作有關派付的半年期或其他日期就附帶於固定日期應付定額股息的任何類別股份宣派及派付定額股息，亦可就任何類別股份按彼等認為合適的該等金額及在該等日期就該等期間不時宣派及派付中期股息。
125. 除非任何股份所附權利或股份的發行條款另有規定及除非法例另行許可，否則：
- (a) 股份的所有股息須按股東持有的股份數目比例予以派付，但倘僅繳納部分股款，則必須按已付款項或入賬列為繳納部分股款的比例進行分配及按比例派付；及
 - (b) 所有股息必須（就股息派付期間並無繳足股本的任何股份而言）根據股息派付期間或部分期間已付股款分配及按比例派付。

就本條規定而言，提前催繳繳納的股款不得被視作已付股款。

126. (A) 根據法規條文，股息不得以供分派之用的溢利以外方式支付。董事向獨立賬戶支付任何未申領股息或其他就股份而應付的款項，並不構成本公司為有關賬戶的受託人。所有於首次應付之日起計一(1)年後餘下未申領的股息可作投資，或另行由董事為本公司的利益使用，任何於首次應付之日起計六(6)年後未申領的股息或任何有關款項可被沒收，且歸本公司所有，惟董事可於隨後任何時間全權廢除有關沒收，並向於沒收前有權享有該等股息的人士支付所沒收的股息。倘寄存人或結算所退還任何股息或款項予本公司，自宣派股息之日或其他款項首次應付之日起計六(6)年期間已過之後，相關寄存人不得就該股息或款項向本公司提供任何權利或申索。
- (B) 本公司向寄存人或結算所支付任何股息或應付寄存人的其他款項，自履行付款起，即解除本公司就該付款對寄存人承擔的任何責任。
127. 本公司概毋須為就股份應付的股息或其他款項支付任何利息。
128. (A) 董事會可就本公司擁有留置權的股份保留應付的任何股息或其他款項，並可動用以償還存在留置權的相關債項、負債或協定。
- (B) 對於有權成為股東的任何人士就其須遵守有關上述股份轉讓規定的股份，或有權進行轉讓的任何人士就其須遵守該等規定的股份，董事可保留該等股份的應付股息，直至該等人士成為該等股份的股東或轉讓該等股份。
- (C) 進行股份轉讓時不得轉移登記轉讓之前已宣派的任何股息權利。
129. 通過任何檔放棄任何股份的全部或部分股息（無論有否蓋章須經股東（或因股東去世或破產而有權取得股份的人士簽字並送交本公司，且須經本公司或其代表接納。

130. 本公司可在董事建議下以普通決議案以分派指定資產（尤其是任何其他公司的繳足股份或債權證或以任何一(1)種或多種方式指示派付全部或部分股息，而董事須使有關決議案生效，倘若就有關分派出現任何困難，董事可按其認為合宜的方式清償上述分派，尤其是可發行零碎股票及訂定該等指定資產或其任何部分的分派價值、並可決定在該等固定價值落實後向任何股東作出現金派付以調整各方的權利及可按董事認為合宜的方式將任何該等指定資產歸屬受託人。
- 130A.(1) 倘董事會或本公司於股東大會上議決或建議就本公司特定類別股份支付或宣派股息（包括中期、末期、特別或其他股息）則董事會可進一步議決在董事會可能認為合適下，有權享有有關股息之股東有權就全部或部份股息選擇收取配發入賬列為繳足特定類別股份以代替現金。在此情況下，下列條文將適用：
- (a) 任何配發基準將由董事會釐訂；
 - (b) 董事會將釐訂股東有權就董事會如上述通過決議案所涉及之全部或部份股息選擇收取配發入賬列為繳足相關類別股份以代替現金之方式，而董事會可就向股東發出通知、提供由股東填寫之選擇表格（不論就某一次股息或整體）、釐訂作出有關選擇之程式或撤回上述選擇以及必須提交作出或撤回選擇之選擇表格之地點以及最後日期及時間之安排，以及按董事會認就本規例條文而所需或權宜另行作出一切安排及從事所有事宜；
 - (c) 選擇權利可就已賦予選擇權利之全部或部份股息而行使，惟董事會可整體或就任何特別情況釐訂有關選擇權須就整體或任何部份而行使； 及

- (d) 不會就已正式行使選擇權利之相關類別股份（「已選擇股份」）支付現金股息（或已賦予選擇權利之該部份股息），而作為替代及支付股息，已選擇相關類別股份持有人將按上述決定之配發基準獲配發及入賬列為繳足股份，並就此目的而言（本規例有任何相反規定），董事會有權就落實上述各項作出一切必要或適宜的事宜，包括但不限於每個必要的相關類別股份配發，以及每個必要的撥款、資本化、應用、支付和分配資金，這些資金可以合法佔有、資本化、應用、支付或配發目的，且在不影響上文所概述的一般性原則下，董事會可：
- (i) 將資本化及應用本公司任何儲備賬之貸方結餘或損益賬之任何貸方結餘或董事會另行可能為可供分派之款項，數額為悉數（按其面值）繳足按有關基準向已選擇股份持有人配發及分派所需適當數目相關類別股份者；或
 - (ii) 應用原應向已選擇股份持有人支付現金之款項，支付按有關基準向已選擇股份有人配發及分派適當數目相關類別股份之款項。
- (2) (a) 根據本規例(1)段條文配發之相關類別股份，在各方面與當時已發行該等類別股份享有同地位，惟僅就參與上述選擇所涉及之股息（包括作出上述選擇之權利）或於支付或宣派上述選擇所涉及之股息之前或同時支付、作出、宣派或公佈之任何其他分派、紅利或權利除外，除非董事會另有列明，則作別論。

- (b) 董事會可根據本規例(1)段從事所有其認為適當及權宜之事情及事宜，以使任何資本化生效，並可全權在股份可以碎股形式分派時作出其認為合適之條文（包括（儘管有違規例之任何條文）全部或部份碎股權利可不予理會或向上或向下調之條文，或據此零碎權益的利益歸於本公司而非有關股東），以及可授權任何人士代表於資本化發行內擁有權益的所有股東，與本公司或其他各方簽訂任何協議，規定有關資本化及與其有關的事宜以及任何根據該授權訂立的協議須具有效力且對所有相關事宜具約束力。
- (3) 當出現董事會議決本規例第(1)段所述情況，董事會可決定根據該段之選擇權利，不提供予董事會所可能釐訂日期後在股東名冊或（視乎情況而定）寄存登記冊登記為股份持有人之人士或登記進行轉讓有關之股份，惟董事會可能認為適合而決定之例外情況除外，而在該情況下，本規例之條文在受有關決定所限下閱讀及詮釋。
- (4) 當出現董事會議決本規例第(1)段所述情況，董事會可進一步釐訂不會向其股東名冊或（視乎情況而定）寄存登記冊登記之位址為新加坡以外之股東或董事會可能全權酌情決定之其他股東或類別股東，配發該段所述之股份或提供股份選擇權利，而在該情況下，上述股東之唯一權利為以現金收取議決或建議支付或宣派有關股息。
- (5) 儘管本條例有上述條文，若在董事決議適用本條例第(1)段關於任何股息的規定之後但在根據該規定分配股份之前，董事會應當認為由於任何事件或情況（無論是在該決議案之前或之後產生），或由於任何事項的理由，實施該建議不再有利或適當，董事會可全權酌情決定，並按其認為符合本公司的利益，取消本規例第(1)段的建議適用。

131. 就股份應以現金派付的任何股息或其他款項可以支票或股息單派付，並以郵寄方式寄發予股東登記處或（視情況而定股東寄存登記冊所示登記地址，或有權收取人士的登記地址或倘兩(2)名或以上名人士於股東登記處或（視情況而定股東寄存登記冊登記為股份聯名持有人或因持有人身故或破產而有權擁有股份，則寄發予任何一(1)名該等人士，或該等股東或人士可以書面指示的有關人士及有關地址。每張支票或股息單應以只付予抬頭人的方式付予收件人或持有人或聯名持有人或因持有人身故或破產而有權擁有股份的該名人士或該等人士可能指示的人士，而銀行向提取支票或股息單的人士支付支票或股息單，則代表本公司已妥為付款。每張支票或股息單的郵遞風險概由有權收取其所代表的款項的人士承擔。
132. 倘兩(2)名或以上人士於股東登記處或（視情況而定股東寄存登記冊登記為股份聯名持有人或因持有人身故或破產而有權擁有股份，則任何一(1)名該等人士可就任何股息、資本回報或其他應付款項或就股份可分派的財產發出有效收據。
133. 關於宣派任何類別股份的股息的決議案（無論為本公司於股東大會的決議案或為董事會決議案）須列明，股息應於特定日期交易結束時付予在股東登記冊或（視情況而定寄存登記冊登記為相關股份持有人的人士，且其後股息應根據彼等各自登記的持股量付予彼等，惟不得損害任何相關股份轉讓人及承讓人有關股息的權利。

紅股發行與利潤及儲備資本化

134. (A) 董事會可根據本公司之普通決議案（包括根據第4(D)條通過的任何普通決議案）：
- (a) 向本公司在營業時間結束時登記為股東名冊或（視乎情況而定寄存登記冊的股份持有人的人士發行無代價之紅股：
- (i) 普通決議案日期（或該等指明的其他日期或按其中所提供的方式釐定）；或
- (ii) （就根據第 4(D)條通過的普通決議案而言）由董事會釐定的有關其他日期，
- 按當時持有的股份比例計算；及／或

- (b) 將任何屬於本公司儲備賬目或其他不可分派儲備金的任何款項或損益賬當時進賬額的任何部分撥作於營業時間結束時註冊在股東名冊或

(視乎情況而定 寄存登記冊中持有股份之人士的款項：

- (i) 普通決議案的日期 (或指明的其他日期或按其中提供的方式確定); 或
- (ii) (就根據第 4(D)條通過的普通決議案而言) 由董事會釐定的有關其他日期,

董事會可按其當時持有的股份比例, 並代其支付全部新股份或 (根據發行時間以前授予任何股份或類別股份的任何特別權利) 不可贖回股份的任何其他類別之新股份, 作為已全額繳足之款項及作為上述比例之紅利股份。

- (B) 董事會可作出一切必要或適宜的行為及事宜, 以根據本條規例作出的任何有關紅股發行及/或撥充資本事宜生效, 在可分派零碎股份的情況下, 董事會可全權作出其認為合適的規定 (包括規定不計算零碎權利之條文或將零碎權利之利益撥歸本公司所有而非有關股東所有之條文) 董事會可授權任何人士代表於資本化發行內擁有權益的所有股東, 與本公司或其他各方簽訂任何協議, 規定有關資本化及與其有關的事宜以及任何根據該授權訂立的協議須具有效力且對所有相關事宜具約束力。
- (C) 此外, 及在不影響本條例規定的權力的情況下, 董事會有權發行不需要支付代價的股份, 及/或將本公司不需要支付的任何不可分割的利潤或其他款項就任何有權累積或非累積優先股息 (包括轉入任何儲備作為進賬的利潤或其他賬項) 的股份提供任何股息, 以及在每種情況下按照條款申請該等利潤或其他款項該等股份須於發行時全額支付新股份:
- (i) 由本公司所實施及經股東大會及董事會認為適當的條款所批准的任何股份獎勵或購股權計劃或計劃的持有人或為其利益而持有; 或
- (ii) 由經股東於股東大會批准之方式及董事會認為適當之條款作為非執行董事之部分袍金或為其利益而持有。

(D) 董事會可作出一切被認為屬必要或適宜的行為及事宜。

財務報表

135. 足以顯示及解釋本公司交易及另行遵守法規之會計記錄須保存於辦事處，或董事會可能認為適合之其他地點。本公司股東或其他人士概無權審閱本公司任何賬目或賬冊或檔，惟法規或具司法管轄權之法院之頒令或董事會授權者除外。
136. 董事應不時根據法例，促使編製法例規定的財務報表、集團財務報表（如有）報告、報表及公司法規定的其他文件，並在本公司股東大會上呈示。本公司財政年度結束至就其刊發財務報表之間的期間不得超過四(4)個月，但無論如何不得超過指定證券交易所不時規定的任何時間。
137. 財務報表及董事會報表，連同資產負債表及損益賬或收益及開支賬（包括依法須隨附的所有檔經妥為審核並於本公司股東大會呈示，以及核數師報告或財務報告摘要，須於大會日期前 21 個完整日或 20 個完整營業日（以較長者為準）郵寄至本公司每名股東及根據法例或本組織章程有權從本公司接收股東大會通告的各名其他人士，惟本條並不要求該等檔副本郵寄至超過一名共同持有人或本公司並無知悉其位址的任何人士，但若並無獲接收該等文件的任何股東將有權向辦事處申請後免費獲得該等文件。

核數師

138. (A) 核數師須根據公司法的條文獲委任及其職責須受法規條文的規管。本公司的每名核數師均有權隨時查閱本公司的會計及其他記錄，並須按照公司法規定作出報告。
- (B) 根據法則條款，即使核數師之聘任有若干漏洞或其於獲聘任之時不合資格或之後被取消資格，就所有為本公司以誠信行事之人士而言，任何作為核數師之人士所作之所有行為應屬有效。

139. 核數師有權出席任何股東大會並收取所有有關任何股東有權收取之任何股東大會之通告及其他通訊，並於任何股東大會上就會議上任何有關其作為核數師之事務有權陳詞。

通 告

140. (A) 送達或寄發予本公司任何人士的任何通告或檔（包括股份證書及根據指定證券交易所上市規則所具有的涵義內的任何「公司通訊」可採用專人送交方式或以預付郵資方式郵寄，信封須註明股東在股東名冊或（視乎情況而定）寄存登記冊所載的新加坡或香港登記地址或股東就此向本公司提供的任何其他地址，或（視乎情況而定）將存管處或結算所作為其送達通知的地址，或將其交付上述地址。
- (B) 在不影響第 140(A)條的規定的情況下，惟在與電子通訊有關的適用法律及指定證券交易所上市規則另有規定下，本公司或董事會根據適用法律或本章程作出、發出或送達的通知或檔（包括但不限於任何賬目、資產負債表、財務報表或報告）向股東作出、發送或透過電子通訊提供：
- (a) 該人士的現有住址（可能為郵件住址）；或
 - (b) 本公司不時訂明的網站上提供；或
 - (c) 該股東明確同意的方式，向本公司發出書面通知，
- 根據本章程的規定和任何適用法律及指定證券交易所上市規則。
- (C) 就上文第 140(B)條而言，應暗示股東同意透過此類電子通訊接收此類通知或檔，除非適用法律及／或指定證券交易所上市規則另有規定，否則無權選擇接收此類通知或文件的實體副本。

- (D) 儘管有上述第 140(C)條的規定，董事會可隨時酌情授予股東機會在指定時間內選擇是否透過電子通訊接收此類通知或文件，而該股東如獲給予機會，而未能在指定時間內作出選擇，則須當作已以電子通訊方式接受該通知或檔，而彼不得在此情況下有權收到此類通知或檔的副本，除非適用法律及／或指定證券交易所上市規則另有規定。
- (E) 本章程規定上述電子通訊之條文不適用於以電子方式或根據公司法及根據有關電子通訊作出的任何規例及指定證券交易所的任何上市規定方式以外的方式發出、送交或送達的有關通告或文件。
- (F) 凡通知或檔以電子通訊方式發出、送交或送達：
- (a) 至某人根據第 140(B)(a)條規定的當前地址，本公司應盡快通知該人士如何從本公司索取該檔副本；或
 - (b) 根據第 140(B)(b)條在網站上提供通知或檔，本公司應分別通知該等人士關於該通告或檔於網上刊發，並以下列一(1)種或多種方式對該通告或檔進行評估：
 - (i) 根據第 140(A)條，以專人方式或郵件方式送交每個通告至該等人士；
 - (ii) 根據第 140(B)(a)條規定，以電子通訊方式送交有關每份單獨通告至該等人士之當前地址；
 - (iii) 以日報中的廣告形式；或
 - (iv) 於指定證券交易所發佈公告。
- (G) 凡通知或其他檔以郵寄方式送達或送交，當封面包含相同時即為生效，及證明該送達或送交時，應充分檢查該封面地址、郵票及郵戳是否正確。

(H) 凡通知或檔以電子通訊方式發出、送交或送達：

- (a) 至某人根據第 140(B)(a)條規定的當前地址，其應在電子郵件伺服器或本公司或其服務供應商運營的設施傳送電子通訊時被視為已正式發出、發送或送達該人的當前位址（儘管有任何延遲接收、未送達或「退回郵件」回復消息或任何其他錯誤消息，表示電子通訊延遲或未成功發送），除非本章程及／或任何其他適用法律另有規定；或
- (b) 根據第 140(B)(b)條在網站上提供通知或檔，該通知或檔首次在網站上提供的日期當作已妥為發出、送交或送達，除非本章程及／或任何其他適用法律另有規定。

(I) 本規例所載任何規定概不得詮釋為禁止本公司寄發或賦權本公司無須寄發本公司通知或其他文件予任何登記地址位於香港境外的股東。

140A. 股東有權於香港以內的任何地址接收通告。任何並無按香港聯合交易所上市規則所規定的方式以書面方式向本公司發出明確正面確認收取或由本公司另行以電子方式提供其應獲發出或發送的通告及文件發出明確正面確認，且其登記地址為香港以外地區的股東，則可以書面形式通知本公司一個香港位址，此地址將視為其用作收取通告的登記地址。如有任何通告已在本公司過戶辦事處張貼並維持達二十四小時者，則對登記地址不在香港的股東而言，彼等應被視作已收取有關通告，而有關通告首次張貼的翌日將視作該股東已收取有關通告的日期，惟在不影響該等章程其他條文的原則下，本章程的任何部分均不應詮釋為禁止本公司送出或使本公司有權不向登記地址在香港以外地區的任何股東送出本公司通告或其他文件。該規則將於本公司股份於香港聯合交易所上市後生效。

141. 向其名字列於有關股份之股東名冊或（視乎情況而定）寄存登記冊首位之其中一名股份聯名持有人發出任何通知，將為向所有聯名持有人以其作為聯名持有人之身份發出充足通告。

142. 因股東身故或破產而有權取得股份之人士，於向本公司提交董事會可能合理要求顯示其於股份之擁有權之證據，並向本公司或（視乎情況而定）存管處或結算所提供在新加坡或香港作送達通知的地址後，將有權於該地址獲送達或交付倘非因股東身故或破產而應有權獲得之任何通告或文件，而有關送達或交付將就所有目的而被視作向所有於股份擁有權益之人士（不論與其一併或透過其取得或受其管轄）送達或交付有關通告或文件。除上述者外，任何根據本規例而交付或以郵寄或留於至任何股東之位址之任何通告或文件，儘管該股東當時已身故或破產或清盤，且不論本公司或（視乎情況而定）存管處或結算所是否知悉其身故或破產或清盤，將被視作已就任何以該名股東名義在股東名冊登記，或倘該名股東為存託人，以其名義記入寄存登記冊作為唯一或首位聯名持有人之任何股份，妥為送達或交付。
143. 並無向本公司或（視乎情況而定）寄存處提供在新加坡位址作送達通告之股東（在新加坡並無登記地址），無權從本公司收取通告。不論上文有何規定，可能根據本憲法條例發送予彼之通知或文件應被視為已妥當送達。本法規不可理解為禁止本公司向登記地址處於香港境外的股東發送本公司通告或其他文件，亦不可理解為允許本公司不向該等股東發送有關通告或文件。

未知下落之股東

144. (A) 在不影響本公司根據本規例第(B)段享有之權利下，若股息支票或股息單連續兩(2)次未被兌現，本公司可停止以郵遞方式寄發該等支票或股息單。然而，於股息支票或股息單首次因無法投遞而退回後，本公司可行使權力，停止寄發該等支票或股息單。
- (B) 在法規規限下，本公司有權以董事會認為合適的方式出售任何不能追查的股東的任何股份，惟除非：
- (a) 有關股份的股息相關的所有支票或股息單（合共不少於三(3)份，其涉及應以現金支付予該等股份持有人的任何款項於有關期間按本公司規例許可的方式寄發後仍未兌現。

- (b) 於有關期間屆滿時，據本公司所知，本公司於有關期間內任何時間並無接獲任何有關該股東（即該等股份的持有人或因身故、破產或因法律的施行而享有該等股份的人士）存在的消息；及
- (c) 若指定證券交易所的上市規則有此規定，本公司按照指定證券交易所規則的規定以廣告方式發出通知，表明有意出售有關股份，並在刊登有關廣告之日起計三（3）個月或指定證券交易所允許的較短期間經已屆滿。

就上述而言，「有關期間」指自本規例第(c)段所指刊登廣告日期前十二年開始及至該段所述期間屆滿止期間。

- (C) 為進行任何該等出售，董事會可授權任何人士轉讓該等股份，而由該獲授權人士或其代表簽署或以其他方式簽立之轉讓文據均屬有效，猶如該文據已經由股份之登記持有人或因轉送而獲得該等股份之人士簽立，而買主毋須理會購買款項之用途，其於股份之擁有權亦不因任何出售程式之不當或無效而受到影響。出售所得款項淨額將屬本公司所有，而一經收訖，本公司即結欠有關前股東相等於所得款項淨額的款額。該負債並非一項信託亦不會就此支付利息，而本公司毋須就本公司業務或本公司認為適當的用途運用所得款項賺取的任何款項作出交代。即使持有有關股份之股東已身故、破產或無法律能力或失去行為能力，根據本章程規例進行之任何出售仍有效及生效。

清 盤

- 145. 董事會有權以本公司名義及代表本公司為本公司向法院提交清盤呈請。

146. 倘本公司清盤（在監督下自願清盤或由法院清盤），清盤人在獲特別決議授權之下，可以將公司的資產的全部或任何部份以實物分派予股東（不管資產包括一種財產還是包括多種不同的財產），並可以為該目的就按上述方式分派的一類或多類財產訂定其認為公允的價值，並可釐定如何向各股東或不同類別的股東進行上述分派。清盤人可以根據相同的授權在其認為合適時，作為清盤人為股東權益而將任何部份資產交予受託人，公司的清盤須予結束及本公司須予解散，惟出資人一律不會被逼接受任何股份或然負債的其他財產。
147. [已刪除]

彌償保證

148. 在法規條文的規限下及倘法規准許，本公司各董事、秘書或其他高級職員有權就其執行及履行職務時（所發生或招致的一切成本、費用、損失、開支及責任，包括其因在作為本公司之高級職員或僱員時所作出或遺漏或被指稱作出或遺漏之任何民事或刑事訴訟程式進行抗辯所產生之任何債務獲得彌償及須獲得對其有利之裁決（或該等訴訟程式在並無判決或接納其有重大違反其職責之情況下以其他方式予以處置或在抗辯過程中其被宣告無罪，或法院接納並授予其可按任何法例申請對其該等行為或遺漏而引致之責任予以解除

在不影響上述一般性之情況下，本公司任何董事、核數師、秘書或其他高級職員毋須為以下事宜負責：任何其他董事或高級職員的行為、待遇、疏忽或過失；或為符合規定而參與任何待遇或行為；或因承董事（代表本公司之命購置的任何財產所有權不充分或不足引致本公司發生的任何損失或費用；或本公司任何款項投資之任何證券不充分或不足；或任何款項、證券或財物存放或遺留所在的任何人士破產、無力償付債務或侵權行為引致的任何損失或損壞；或其執行職務時發生的任何其他損失、損害或不幸事故，惟因其疏忽、故意失責、失職或違反誠信除外。

修訂規例

149. (A) 除非已通過股東特別決議案批准，不得廢除、更改或修訂章程細則，亦不得添加新章程細則。更改章程細則條文或變更本公司名稱，須在規程規定允許的情況下通過特別決議案進行。
- (B) 不得為增加現有股東對本公司的責任而對規例進行任何更改，除非經該股東以書面同意增加。

股東個人資料

150. (A) 作為自然人的股東被視為已同意本公司（或其代理或服務供應商）不時為以下任何目的收集、使用及披露其個人資料（無論此類個人資料是由該股東提供或透過協力廠商收集）：
- (a) 實施及管理本公司（或其代理或服務供應商）的任何公司行為；
 - (b) 本公司（或其代理或服務供應商）的內部分析及／或市場研究；
 - (c) 本公司（或其代理或服務供應商）的投資者關係溝通；
 - (d) 本公司（或其代理或服務供應商）管理該股東在本公司股本中持有的股份；
 - (e) 執行及管理本公司（或其代理或服務供應商）向其股東提供的任何服務，以接收會議通知、年度報告及其他股東通訊及／或代表委任，無論是以電子方式或其他方式；
 - (f) 本公司（或其代理或服務供應商）為任何股東大會（包括其任何續會）指定的委任代表及代表的處理、管理及分析，以及編製和彙編任何股東大會（包括其任何續會）的出席名單、會議記錄及其他文件；
 - (g) 執行及管理並遵守本條例的任何規定；

- (h) 遵守任何適用的法律、上市規則、接管規則、規例及／或指引；及
 - (i) 與上述任何目的有合理關係的目的。
- (B) 就第 150(A)條規定的所有目的而言，任何為股東大會及／或其任何續會委任受委代表及／或代表之股東將被視為已保證，倘該股東透露該受委代表及／或代表之個人資料予本公司（或其代理或服務供應商），即表示該股東已獲得該受委代表及／或代表的事先同意，讓本公司（或其代理或服務供應商）收集、使用和披露該受委代表及／或代表的個人資料，並被視為已同意就因該股東違反保證所招致的處罰、責任、索賠、要求、損失及損害賠償本公司。

秘 密

151. 任何股東概無權要求本公司透露有關本公司的貿易、商業、產品或程式屬於商業秘密之任何事宜，或可能牽涉本公司經營業務的守密程式而董事會認為為股東利益而不智且不宜向公眾透露的任何資料，惟法例授權或指定證券交易所上市規則要求者除外。

法律衝突

152. 作為在新加坡註冊成立並在指定證券交易所上市的公司，本公司須遵守規程，包括但不限於新加坡及香港的規程。若這些規程之間存在任何衝突，本公司應遵守最繁苛的規程，並須經相關證券交易所及／或政府機關批准。

吾等（姓名及地址載列如下的個別人士）有意根據本章程成立一家公司，並且各別同意認購列明於吾等姓名側旁的本公司股本中的股份數目：

簽署人的姓名、地址及描述	簽署人所承購的股份數目
LEE KIM JOO 地址 : 92 Bencoolen Street Singapore 0718 描述 : 商人	(1)
李世宗 地址 : 92 Bencoolen Street Singapore 0718 描述 : 商人	(1)
承購股份總數：	(2)

日期為 1984 年 2 月 18 日

上述見證人簽署：

LAI MUN ONN

訟務及事務律師

50 CHIN SWEE ROAD

THONG CHAI BUILDING

5TH FLOOR

SINGAPORE 0316