C. Constitution

Company Registration No. 200210042R

THE COMPANIES ACT, (CHAPTER 50)

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

SIIC ENVIRONMENT HOLDINGS LTD.

INCORPORATED ON THE 19th DAY OF NOVEMBER 2002

RHT Corporate Advisory Pte. Ltd.
6 Battery Road, #10-01
Singapore 049909

Lodged in the Office of the Accounting and Corporate Regulatory Authority, Singapore

THE COMPANIES ACT, CHAPTER 50

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

SIIC ENVIRONMENT HOLDINGS LTD.

(Adopted by Special Resolution passed on 29 January 2018)

PRELIMINARY

Interpretation.

1A. The name of the Company is SIIC ENVIRONMENT HOLDINGS LTD.

1B. The registered office of the Company will be situated in the Republic of Singapore ("**Singapore**").

1C. Subject to the provisions of the Companies Act (Chapter 50) and any other written law and this Constitution, the Company has full capacity to carry on or undertake any business or activity, do any act or enter into any transaction and for the said purposes, full rights powers and privileges.

1D. The liability of the Members (as defined below) is limited.

1E. The share capital of the Company is in Singapore dollars.

2. In this Constitution (if not consistent 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.

"Act" means the Companies Act (Chapter 50 of Singapore) or any Statutory modification, amendment or re-enactment thereof for the time being in force concerning or any and every other act 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 any reference to any provisions as so modified, amended or re-enacted.

"**Annual General Meeting**" means an annual General Meeting of the Company.

"**Auditors**" means the auditors of the Company.

"Board" means the board of Directors of the Company for the time being, as a body or as constituting a quorum necessary for the transaction of the business of the board of Directors.

"book-entry securities" means listed securities:-

(a) documents of title to which are deposited by a Depositor with the Depository or a clearing house (as the case may be) and are registered in the name of the Depository or a clearing house or their respective nominee; and

(b) which are transferable by way of book-entry in the Depository Register and not by way of an instrument of transfer.

“Chairman” means the chairman of the Director or the chairman of the General Meeting, as the case may be.

“Chief Executive Officer” means the chief executive officer of the Company (or any other equivalent appointment, howsoever described).

“clearing house” means a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange in such jurisdiction;

“close associate” shall have the meaning ascribed to it in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

“Company” means the above-named Company by whatever name from time to time called.

“Constitution” means this constitution or other regulations of the Company for the time being in force as originally framed, or as amended from time to time.

“Deputy Chairman” means the deputy chairman of the Directors or the deputy chairman of the General Meeting, as the case may be.

“Director” means a director of the Company, including any person duly appointed and acting for the time being as an alternate Director.

“**Extraordinary General Meeting**” means a General Meeting of the Company other than an Annual General Meeting.

“General Meeting” means a general meeting of the Company.

“Hong Kong” means the Special Administration Region of the People’s Republic of China.

“**Hong Kong Stock Exchange**” means The Stock Exchange of Hong Kong Limited.

“Managing Director” means a managing director of the Company (or any other equivalent appointment, howsoever described).

"Market Day" means a day on which the Stock Exchange is open for trading in securities.

“Member” or **“holder of any share”** means a registered shareholder for the time being of the Company or if the registered holder is the Depository, a Depositor named in the Depository Register (for such period as shares are entered in the Depositor’s Securities Account);

"Month" means a calendar month.

"**Office**" means the registered office of the Company for the time being.

“Ordinary Resolution” means a resolution passed by a simple majority of the Members present and voting.

"paid" means paid or credited as paid.

"Register" means 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 Board shall determine from time to time.

"registered address" or **"address"** means in relation to any Member, his physical address for the service or delivery of notices or documents personally or by post, except where otherwise expressly provided by this Constitution.

"Registration Office" means in respect of any class of share capital, such place as the Directors may from time to time determined 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 title for such class of share capital are to be lodged for registration and are to be registered.

"Regulations" means the regulations of the Company contained in this Constitution for the time being in force, and as may be amended from time to time.

"Relevant Laws" mean the provisions of the Statutes and any other relevant rule, law or regulation enacted or promulgated by any relevant competent authority from time to time (including but not limited to the listing rules of any Stock Exchange).

"Seal" means the common seal of the Company.

"Securities Account" means the securities account maintained by a Depositor with the Depository.

"SGX-ST" means the Singapore Exchange Securities Trading Limited.

"shares" means shares in the capital of the Company.

"Special Resolution" shall have the meaning ascribed to it in Section 184 of the Act. *HKJPS Para.33*

"Statutes" means all laws, bye-laws, regulations, orders and every other statute/or official directions or any statutory modification, amendment or re-enactment thereof for the time being in force concerning companies and affecting the Company and its subsidiaries, including but not limited to the Act, the listing rules of the Stock Exchange, 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 modified, amended or re-enacted, provided always that a waiver granted in connection to any such law shall be treated as due compliance with such relevant law.

"Stock Exchange" or **"Exchange"** means the SGX-ST for so long as the shares of the Company are listed and quoted on the SGX-ST, and/or the Hong Kong Stock Exchange for so long as the shares of the Company are listed and traded on the Hong Kong Stock Exchange and/or any other share, stock, or securities exchange in respect of which the shares of the Company may be listed or quoted.

"this Constitution" means this Constitution as from time to time altered.

"in writing" includes printing and lithograph and any other mode or modes of representing 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 howsoever.

"year" means a calendar year.

"**S$**" means Singapore dollars, the lawful currency of Singapore.

The expressions "Depositor", "Depository", "Depository Agent", and "Depository Register" shall have the meanings ascribed to them respectively in the Securities and Futures Act, Chapter 289 of Singapore and references to the Depository shall also include a reference to a clearing house (as the case may be).

The expressions "current address", "electronic communication", "relevant intermediary" and "treasury shares" shall have the meanings ascribed to them respectively in the Act.

References in this Constitution to "holder" or "holders" of shares or a class of shares shall:

(a) exclude the Depository or its nominee(s) or a clearing house except where otherwise expressly provided in this Constitution or where the term "registered holders" or "registered holder" is used 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 otherwise expressly provided in this Constitution exclude the Company in relation to shares held by it as treasury shares,

and "hold", "holding" and "held" shall be constructed accordingly.

The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries, shall include any one of those persons.

All such of the provisions of this Constitution as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" shall be constructed 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.

Subject as aforesaid, any words or expressions defined in the Act 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.

The headnotes and marginal notes are inserted for convenience only and shall not affect the construction of this Constitution.

SHARE CAPITAL

Share Capital

3. (A) Shares which the Company purchases or otherwise acquires may be held as treasury shares in accordance with the provisions of this Constitution, the Statutes and the listing rules of the Exchange.

(B) Where the shares purchased or otherwise acquired are held as treasury shares by the Company, the Company shall be entered in the Register as the Member holding the treasury shares.

(C) The Company shall not exercise any right in respect of treasury shares other than as provided by the Statutes and the listing rules of the Exchange. Subject thereto, the Company may hold or deal with its treasury shares in the manner authorised by or prescribed pursuant to the Statutes and the listing rules of the Exchange.

(D) The Company does not have an authorised share capital and the shares do not have par value. *HKLR App 3, Para 9*

ISSUE OF SHARES

4. (A) Subject to the Statutes and this Constitution, no shares may be issued by the Directors without the prior approval of the Company in General Meeting, but subject thereto and the terms of such approval, and subject to Regulation 8, and to any special rights attached to any shares for the time being issued, the Directors may allot and issue shares or grant options over or otherwise dispose of the same to such persons on such terms and conditions and for such consideration (if any) and at such time and whether or not subject to the payment of any part of the amount (if any) thereof in cash or otherwise as the Directors may think fit, and any shares may be issued with such preferential, deferred, qualified or special rights, privileges, conditions or restrictions whether as regards dividend, return of capital, participation in any 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, provided always that: Issue of Shares

(a) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same and in this Constitution; *HKLR App 3 para 6(1)*

(b) the total number of issued preference shares shall not exceed the total number of issued ordinary shares at any time; and

(c) no shares shall be issued to the bearer.

(B) Notwithstanding Regulation 4(A), subject to the Statutes, 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: General authority for Directors to issue new shares and make or grant instruments

(a) (i) issue shares in the capital of the Company 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 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 always 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 Stock Exchange;

(2) (subject to such manner of calculation as may be prescribed by the Stock Exchange) for the purpose of determining the aggregate number of shares that may be issued under sub-paragraph (A) above, the percentage of issued share capital shall be based on the issued share capital of the Company at the time that the Ordinary Resolution is passed, after adjusting for:

(i) new shares arising from the conversion or exercise of any convertible securities or share options which are outstanding or subsisting at the time that the Ordinary Resolution is passed; and

(ii) any subsequent consolidation or subdivision of shares;

(3) in exercising the authority conferred by the Ordinary Resolution, the Company shall comply with the provisions of the listing rules of the Stock Exchange for the time being in force (unless such compliance is waived by the Stock Exchange) and this Constitution;

(4) unless 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 next Annual General Meeting following the passing of the Ordinary Resolution or the date by which such Annual General Meeting is required by the Statutes to be held, or the expiration of such other period as may be prescribed by the Statutes (whichever is the earliest);

(5) any other issue of shares, the aggregate of which would exceed the limits referred to in this Regulation, shall be subject to the approval of the Company in General Meeting and such limits and requirements as may be prescribed in the listing rules of the Stock Exchange; and

(6) Where the capital of the Company consists of different monetary denominations, the voting rights shall be prescribed in such

manner that a unit of capital in each class when reduced to a common denominator, shall carry the same voting power when such right is exercisable.

(C) The rights attaching to shares of a class other than ordinary shares shall be expressed in this Constitution.

Shares of a class other than ordinary shares.

(D) The Company may issue shares for which no consideration is payable to the Company.

Issue of shares for no consideration.

(E) If by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the persons who for the time being, and from time to time, shall be Members in respect of the shares, or their legal personal representatives.

Instalments of shares.

5. (A) In the event of preference shares being issued, the preference shares shall be issued subject to such limitation thereof as may be prescribed by the Exchange. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets of the Company and attending General Meetings, and preference shareholders shall also have the right to vote at any General Meeting convened for the purpose of reducing the 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 months in arrears.

Rights attached to certain shares.

HKLR App 3, Para. 6(1)

(B) The Company shall also have power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.

(C) Where the Company purchases for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Company in General Meeting, either generally or with regard to specific purchases. If purchases are by tender, tenders shall be available to all Members alike.

(D) Except as allowed by the Statutes and subject further to compliance with the rules and regulations of the Stock Exchange and any other relevant regulatory authority, the Company shall not give financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company.

(E) Except as allowed by the Statutes, the Board may, subject to what is allowed by the Relevant Laws issue warrants to subscribe for any class of shares or other securities of the Company and such warrants may be issued on such terms as the Board may from time to time determine. Where warrants are issued to bearer, no certificate thereof shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original certificate thereof has been destroyed and the Company has received an indemnity in such form as the Board shall think fit with regard to the issue of any such replacement certificate.

HKLR App 3, Para 2(2)

(F) 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 of the Company 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".

HKLR App 3, Para. 10(1) and (2)

VARIATION OF RIGHTS

6. (A) Whenever the share capital of the Company is divided into different classes of shares, the repayment of preference capital, other than redeemable preference capital, and the special rights attached to any class may, subject to the provisions of the Statutes, only be made, varied or abrogated 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 varied or abrogated 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 shall be two persons at least holding or representing by proxy at least one-third of the total number of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him, provided always that where the necessary majority for such a Special Resolution is not obtained at such General Meeting, 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 months of such General Meeting shall be as valid and effectual as a Special Resolution carried at such General Meeting. The foregoing provisions of this Regulation shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

Variation of rights.

HKLR App 3, Para 6(2)

HKJPS Para 31(a)

(B) The repayment of preference capital other than redeemable preference capital, or any alteration of preference shareholders' rights, may only be made pursuant to a Special Resolution of the preference shareholders concerned provided always that where the necessary majority for such a Special Resolution is not obtained at the General Meeting, consent in writing if obtained from the holders of three-fourths of the preference shares concerned within two months of the General Meeting, shall be as valid and effectual as a special resolution carried at the General Meeting.

Repayment of preference capital other than redeemable preference capital.

(C) The special rights attached to any class of shares having preferential 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.

Issue of further shares with special rights.

(D) No powers shall be taken to freeze or otherwise impair any of the rights attaching to any share by reason only that the person or

Failure to disclose interests

persons who are interested directly or indirectly therein have failed to disclose their interest to the Company.

HKLR App 3 Para 12

ALTERATION OF SHARE CAPITAL

7. The Company may from time to time by Ordinary Resolution increase its capital as the Ordinary Resolution shall prescribe.

Increase of share capital

8. (A) Subject to any direction to the contrary that may be given by the Company in a General Meeting or except as permitted under the listing rules of the Stock Exchange and Relevant Laws, all new shares shall, before issue, be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as far 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 8(A).

Offer of new shares to Members

(B) Except so far as otherwise provided by the conditions of issue or by this Constitution, all new shares shall be subject to the provisions of the Statutes and of this Constitution with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

8A. Notwithstanding Regulations 4 and 8 above, subject to the Statutes, the Directors shall not be required to offer any new shares to Members to whom by reason of foreign securities laws, such offers may not be made without registration of shares or a prospectus or other document, but may sell the entitlements to the new shares on behalf of such Members on such terms and conditions and in such manner as they think most beneficial to the Company.

No offer of shares to certain Members

9. The Company may, subject to the provisions of the Statutes and the listing rules of the Stock Exchange, by Ordinary Resolution:

Consolidate, sub-divide and convert shares

(a) consolidate and divide all or any of its shares;

(b) cancel any number of 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 number of the shares so cancelled;

(c) sub-divide its shares, or any of them provided always that in such sub-division the proportion between the amount paid and the amount unpaid (if any) on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or

(d) subject to this Constitution, convert its share capital or any class of

shares from one currency to another currency.

9A. The Company may, by Special Resolution, subject to the listing rules of the Stock Exchange, other provisions of the Statutes and this Constitution, convert one class of shares into another class of shares.

Power to convert shares into another class of shares

10. (A) The Company may, by Special Resolution, reduce its share capital or other undistributable reserve in any manner as may be authorised by the Statutes and any other Relevant Laws, including but not limited to the listing rules of the Exchange.

Power to reduce capital

(B) (1) Subject to and in accordance with the provisions of the Statutes and any other Relevant Laws, including but not limited to the listing rules of the Stock Exchange, the Company may authorise the Directors in General Meeting to purchase or otherwise acquire any of its issued shares on such terms as the Company may think fit and in the manner prescribed by the Statutes and any other Relevant Laws, including but not limited to the listing rules of the Stock Exchange. If required by the Act or the Statutes, any shares so purchased or acquired by the Company shall, unless held as treasury shares in accordance with the Act and the listing rules of the Stock Exchange, be deemed to be cancelled immediately upon purchase or acquisition by the Company or be dealt with in accordance with the Statutes. On 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 Statutes and any other Relevant Laws, including but not limited to the listing rules of the Stock Exchange.

Share purchase

(2) Where the Company purchases or redeems any of its shares, purchases or redemption not made through the market or by tender shall be limited to a maximum price and if purchases are by tender, tenders shall be available to all Members alike.

HKLR App 3, Para 8(1) and (2)

(C) The Company shall not exercise any right in respect of treasury shares other than as provided by the Act or the Statutes. Subject thereto, the Company may hold or deal with its treasury shares in the manner authorised by or prescribed pursuant to the Act and the Statutes.

Treasury shares

SHARES

11. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise 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 law otherwise provided or any order of court) any other right in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository) entered in the Register as the registered holder thereof or (as the case may be) person whose name is entered in the Depository Register in respect of that share.

No trusts recognised

12. Without prejudice to any special rights previously conferred on the holders

Issue of

of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine) and subject to the provisions of the Statutes, the Company may issue preference shares which are, or at the option of the Company are liable, to be redeemed.

preference share options

13. Subject to the provisions of this Constitution and of the Statutes relating to authority, pre-emption rights and otherwise and of any resolution of the Company in a General Meeting passed pursuant thereto, all unissued shares shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.

Directors may allot or grant options over unissued shares

14. The Company may pay commissions or brokerage on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage may be paid in whole or in part in cash or fully or partly paid shares of the Company as may be arranged, and the Company may, in addition to, or in lieu of, such commission, in consideration of any person so subscribing or agreeing to subscribe, whether absolutely or conditionally, or of his procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, confer on any such person an option call within a specified time for a specified number of shares in the Company at a specified price or on such other terms and conditions as the Directors may deem fit.

Power to pay commission or brokerage

15. Subject to the terms and conditions of any application for shares, the Directors shall allot shares applied for within ten (10) Market Days of the closing date (or such other period as may be approved by any Stock Exchange) of any such application. The Directors may, at any time after the allotment of any share but before any person has been entered in the Register as the holder or (as the case may be) before that share is entered against the name of a Depositor in the Depository Register, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

Directors may renounce allotment

SHARE CERTIFICATES

16. (A) The certificate of title to shares or debentures (if any) in the capital of the Company shall be issued under the Seal which may only be affixed with the authority of the Directors, in such form as the Directors shall from time to time prescribe and shall bear the facsimile signatures or the autographic signatures at least of one 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 shares, whether the shares are fully or partly paid up, and the amount (if any) unpaid thereon. The facsimile signatures may be reproduced by mechanical, electronic or other means provided the method or system of reproducing signatures has first been approved by the Directors of the Company. No certificate shall be issued representing shares of more than one class.

Share certificates

HKLR App. 3 Para.2(1)

(B) The provisions in this Regulation and in Regulations 17 to 20 (so far as they are applicable) shall not apply to transfer of book-entry securities.

17. When two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:-

Joint holders
HKLR App 3, para 1(3)

(A) The Company shall not be bound to register more than four (4) persons as the 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 in the names of several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to any one of the registered jointholders shall be sufficient delivery to all.

18. (A) Subject to the payment of all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Directors in their absolute discretion may require, securities will be allotted and certificate issued in the name of and despatch to every person whose name is entered as a Member in the Register shall be entitled to receive within ten (10) Market Days of the closing date of any application for shares (or such other period as may be approved by the Stock Exchange) or within ten (10) Market Days after the date of lodgement of a registerable transfer (or such other period as may be approved by the Stock Exchange). Where the Member is a Depositor, the delivery by the Company to the Depository 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.

Entitlement of share certificates

(B) Every person whose name is entered as Member in the Register shall be entitled to one certificate for all his shares of any one class or to several certificates in reasonable denominations each for a part of the shares so allotted or transferred, upon payment of S$2.00 (or such lesser sums as the Directors shall from time to time determine having regard to any limitation thereof as may be prescribed by the Stock Exchange) for every certificate.

HKLR App 3, Para. 1(1)

(C) Where such a Member transfers only part of the shares comprised in a certificate or where such a Member requires the Company to cancel any certificate or certificates and issue new certificate(s) 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 issued in lieu thereof and such Member shall pay a maximum fee of S$2 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 Stock Exchange.

Subdivision of share certificates

19. (A) Any two or more certificates representing shares of any one class held by any person whose name is entered in the Register may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.

Consolidation of share certificates

(B) If any person whose name is entered in the Register shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request. Such person shall (unless such fee is waived by the Directors) pay a maximum fee of S$2 for each share certificate issued in lieu of a share certificate surrendered for cancellation 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 Stock Exchange.

Surrender for cancellation of share certificates

HKLR App.3 Para. 1(1)

(C) In the case of shares registered jointly in the names of several persons, any such request may be made by any one of the registered joint holders.

Request by joint holders

20. Subject to the provisions of the Statutes, if any share certificates shall be defaced, worn-out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, member firm or member company of the 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 as the Directors may from time to time require (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Stock Exchange). In the case of destruction, loss or theft, a shareholder or person entitled 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.

Issue of replacing certificates

CALLS ON SHARES

21. 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 authorising the call was passed and may be made payable by instalments.

Call on shares

22. Each Member shall (subject to receiving at least fourteen (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.

Notice of calls

23. 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 ten per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part. No Member shall, unless the Directors otherwise determine, be entitled to receive any dividend or vote at any General Meeting or upon a poll, until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

Interest on unpaid calls

24. Any sum which by 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 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.

When calls made and payable

25. 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.

Power to differentiate

26. 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. per annum) as the Member paying such sum and the Directors may agree. Capital paid on shares in advance of calls shall not, while carrying interest, confer a right to participate in profits.

Payment of calls in advance

FORFEITURE AND LIEN

27. 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.

Notice requiring payment of calls

28. The notice shall name a further day (not being less than fourteen (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 forfeited.

Notice to state place and time of payment

29. 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 forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

Forfeiture on non-compliance with notice

30. A share so forfeited 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 disposition, the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer or effect the transfer of a forfeited or surrendered share to any such other person as aforesaid.

Sale of forfeited shares

30A. 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.

Annulment of forfeiture

31. A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of the shares. Such forfeiture or surrender of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by this Constitution expressly saved, or as are by the Statutes given or imposed in the case of past Members. Notwithstanding the forfeiture or surrender, the Member shall 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 the shares with interest thereon at eight per cent. 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 the shares at the time of forfeiture or surrender or waive payment in whole or in part.

Status, rights and liabilities of Member whose shares have been forfeited

32. The Company shall have a first and paramount lien and charge on every share (not being a fully paid share) in the name of each Member (whether solely or jointly with others) and on the dividends declared or payable in respect thereof for all unpaid calls and instalments due on any such share and interest and expenses thereon but such lien shall only be upon the specific shares in respect of which such calls or instalments 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 the 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.

Company to have paramount lien *HKLR App 3, para 1(2)*

33. 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 fourteen (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 or the person entitled thereto by reason of his death of bankruptcy.

Sale of shares subject to lien

34. The net proceeds of such sale, whether of a share forfeited by the Company or of a share over which the Company has a lien, after the satisfaction of the unpaid calls and accrued interest and expenses of such sale shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assigns, as he may direct. For the purpose of giving effect to any such sale, the Directors may authorise some person to transfer or effect the transfer of the shares sold to the purchaser.

Application of sale proceeds

35. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold or disposed 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 of the Company for the consideration (if any) given for the share on the sale, re- allotment or disposal thereof together (where the same be required) with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, to the Depository or its nominee, as the case may be) or allottee thereof shall (subject to the execution of a transfer if the same is required) constitute a good title to the share and the share shall be registered in the name of the person to whom the share is sold, re-allotted or disposed of or, where such person is a Depositor, the Company shall procure that his name be entered in the

Title to be forfeited on surrendered shares

Depository Register in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

35A. The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified.

Forfeiture applies to non-payment of call due at fixed time

35B. No Member shall be entitled to receive any dividend or to exercise any privileges as a Member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

No entitlement to dividends and privileges until all calls are paid

35C. 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.

Certificate of shares to be delivered to the Company

TRANSFER OF SHARES

36. 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 any Stock Exchange or where such approved form is not available, any other form acceptable to the Directors and/or the Depository. 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 the clearing house shall be effective although not signed or witnessed by or on behalf of the Depository or the clearing house, or if the transferor or transferee is a clearing house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Directors may approve from time to time. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect thereof.

Form and execution of transfer

36A. The transferor (excluding the Depository or its nominee (as the case may be)) shall remain the holder of the shares and the Member concerned, until the name of the transferee (whether a Depositor or otherwise but excluding the Depository or its nominee (as the case may be)) is duly entered in the Depository Register (in the case of book-entry securities) or the Register maintained by the Company (whichever is the earlier) whereupon the said transferee shall become a Member and, subject to this Constitution and the Statutes, enjoy all rights and privileges as a Member.

Entry of name into Depository Register or Register of Members

36B. No share shall in any circumstances be transferred to any infant, bankrupt or person who is mentally disordered and incapable of managing himself or his affairs.

Person under disability

37. (A) The Register may be closed and the register of transfers may be suspended at such times and for such period as the Directors may from time to time determine provided always that such Register shall not be closed for more than thirty days in any year and that the Company shall give prior notice of such closure as may be required to any Stock Exchange, stating the period and purpose or purposes for

Closure of transfer books and Register

HKLR App 3, Para 1(1)

which the closure is made.

(B) The Company shall keep in one or more books a Register 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 any transfer of shares was effected;

(iii) the date on which each person was entered in the Register; and

(iv) the date on which any person ceased to be a Member.

(C) The Company may keep an overseas or local or other branch Register resident in any place, and the Board may make and vary such regulations as it determines necessary, desirable or expedient in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.

(D) The Register and branch Register, as the case may be, shall be open to inspection for at least two hours on every Market 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 Board, at the Office or such other place at which the Register is kept in accordance with the Statutes. The Register including any overseas or local or other branch Register may, after notice has been given by advertisement in an appointed newspaper or any other newspapers in accordance with the requirements of any Exchange or by any electronic means in such manner as may be accepted by the Exchange to that effect, be closed at such times or for such periods not exceeding, in the whole, thirty days in each year as the Board may determine and either generally or in respect of any class of shares.

(E) Notwithstanding any other provision of this Constitution, but subject to the Statutes, the Company or the Directors may fix any date as the record date for:

(i) determining the Members entitled to receive any dividend, distribution, allotment or issue; and

(ii) determining the Members entitled to receive notice of and to vote at any General Meeting.

38. (A) There shall be no restriction on the transfer of fully paid up shares (except where required by the Statutes, or the rules and/or bye-laws governing any Stock Exchange) and such fully paid up shares shall also be free from all lien. 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 (except where such refusal to register contravenes the listing rules of the Stock Exchange) provided always that in the event of the Directors refusing to register a transfer of shares, they shall within one month (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Stock Exchange from time to time) beginning with the day on which the

Director's power to decline register

HKLR App 3 Para 1(2)

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 and the listing rules of the Stock Exchange.

(B) The Directors may in their sole discretion refuse to register any instrument of transfer of shares unless:

Terms of registration of transfers
HKLR App 3, Para 1(1)

(a) such fee not exceeding S$2.00 (or such other fee as the Directors may determine subject to any limitation thereof as may be prescribed by the Stock Exchange) as the Directors may from time to time require pursuant to Regulation 41 except that the Depository shall not be liable to pay any fee in respect of the registration of a transfer, 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 related 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 reasonable 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;

(c) the instrument of transfer is in respect of only one class of shares; and

(d) the amount of the proper duty (if any) with which each instrument of transfer is chargeable under any law for the time being in force relating to stamps is paid.

39. If the Directors refuse to register a transfer of any shares, they shall within one month after the date on which the transfer was lodged with the Company send to the transferor and the transferee notice of the refusal as required by the Statutes and, where applicable, the listing rules of the Stock Exchange.

Notice of refusal to transfer

40. 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.

Retention of transfers

41. There shall be paid to the Company in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or 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 affecting the title to any shares such fee not exceeding S$2 as the Directors may from time to time require or prescribe.

Fee for registration of transfer

42. Subject to the Statutes, 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

Destruction of instruments of transfers

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 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 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.

Transfer of shares to branch Register etc.

42A. Subject to, and in accordance with, the Statutes and any applicable rules of the Stock Exchange and unless the Directors otherwise agree (which agreement may be on such terms and subject to such conditions as the Directors in their absolute discretion may from time to time determine, and which agreement the Directors shall, without giving any reason therefor, be entitled in their absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch Register nor shall shares on any branch Register be transferred to the Register or any other branch Register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch Register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place at which the Register is kept in accordance with the Statutes.

TRANSMISSION OF SHARES

Survivor or legal personal representatives of deceased Member

43. (A) In the case of the death of a Member whose name is entered in the Register, the survivors or survivor where the deceased was 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.

Survivor or legal personal representatives of deceased Depositor

(B) In the case of the death of a Member who is a Depositor, the survivor or survivors 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 in the Depository Register in respect of any shares of the deceased Member, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.

Estate of deceased holder

(C) Nothing in this Regulation shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

Transmission

44. Any person becoming entitled to the legal title in a share in consequence of

the death or bankruptcy of a person whose name is entered in the Register may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his legal title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of such desire or transfer such share to some other person. 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 death or bankruptcy of the person whose name is entered in the Register had not occurred and the notice or transfer were a transfer executed by such person.

of shares

45. Save as otherwise provided by or in accordance with this Constitution, a person becoming entitled to a share pursuant to Regulation 43(A) or (B) or Regulation 44 (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 Member in respect 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 the Register or his name shall have been entered in the Depository Register in respect of the share.

Rights of person on transmission of shares

STOCK

46. 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.

Conversion of shares to stocks and re-conversion

47. Subject to the Statutes, 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 previously 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.

Transfer of stock

48. The holders of stock shall, according to the number of stock units 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 the number of stock units 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.

Rights of stockholders

GENERAL MEETINGS

49. Subject to the Statutes, an Annual General Meeting shall be held once in every year, at such time (within a period of not more than fifteen (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 Stock Exchange). If required by the listing rules of the Stock Exchange, all General Meetings shall be held in Singapore, unless prohibited by Relevant Laws of the jurisdiction of the Company's incorporation, or unless such requirement is waived by the Stock Exchange All other General Meetings shall be called Extraordinary General Meetings. The interval

Annual general meeting and extraordinary general meeting, *HKJPS Para 36 and 39*

between the close of a financial year of the Company and the date of the Company's Annual General Meeting shall not exceed four months or such other period as prescribed by the Act and the byelaws and listing rules of the Stock Exchange or other legislation applicable to the Company from time to time.

50. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists, including Members holding a minority stake in the Company which have shareholdings not higher than 10.0% of the total number of paid-up shares as at the date of the requisition carries the right of voting at General Meetings. Such Members, holding a minority stake in the Company not higher than 10.0% of the total number of paid-up shares as at the date of the requisition carries the right of voting at the General Meetings, may also add resolutions to the meeting agenda of a General Meeting. If at any time there are not sufficient Directors capable of acting to form a quorum at a meeting of Directors, any Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

Calling extraordinary general meetings
HKJPS Para 39

NOTICE OF GENERAL MEETINGS

51. Subject to the Statutes and the listing rules of the Exchange, any Annual General Meeting shall be called by notice in writing of at not less than twenty-one (21) clear days or twenty clear (20) Market Days (whichever is longer) before the Annual General Meeting. Any Extraordinary General Meeting at which it is proposed to pass a Special Resolution or a resolution of which special notice has been given to the Company, shall be called by notice in writing of not less than twenty-one (21) clear Market Days' or ten (10) clear Market Days' (whichever is longer) notice. All other Extraordinary General Meetings; shall be called by notice in writing not less than fourteen (14) clear days' or ten clear Market Days' (whichever is longer) at the least. 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 General Meeting is to be held, and shall be given in manner hereinafter mentioned to all Members other than those who 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:-

Notice of Meetings
HKJPS Para 37,

(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. of the total voting rights of all the Members having a right to vote at 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.

52. (A) All notices in writing should specify the place, day and hour of the meeting, and in the case of special business, a notice in writing setting out the general nature of such special business, accompanied by a statement regarding the effect of any proposed resolution in respect of such special business, shall be given to all Members and the Stock Exchange other than such as are not entitled under this Constitution to receive such notices from the Company. Every such notice shall be published, (a) in the case of Singapore, in at least one English Language daily newspaper circulating in Singapore and (b) in the case of Hong Kong, in at least one English Language and one Chinese Language newspaper circulating in Hong Kong, at least for such number of days before the relevant meeting as required by the Stock Exchange and in the event there is conflict between the requirements of the SGX-ST and the Hong Kong Stock Exchange, the longest prescribed notice period shall be adopted. Whenever any meeting is adjourned for fourteen days or more, at least seven days' notice in writing of the place and hour of such adjourned meeting shall be given in like manner provided always that when a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. The notice shall disclose any material interest of any director in the matter dealt with by the resolution insofar as the resolution affects that interest differently from the interests of other Members.

Contents and publication of notice

HKLR App.3 Para 7(1)

(B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

Notice of Annual General Meeting.

(C) In the case of any General Meeting at which business other than routine 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.

Notice of special business to be specified.

53. 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 and the Auditors' reports and other documents required to be attached or annexed to the financial statements;

(c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;

(d) appointing 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 fees of the Directors.

54. 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.

Statement regarding effect of special business

PROCEEDINGS AT GENERAL MEETINGS

55. The Chairman of the Board, 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 General Meeting neither be present within five minutes after the time appointed for holding the General Meeting and willing to act, the Directors present shall choose one 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 of their number) to be Chairman of the General Meeting.

Chairman of General Meeting

56. 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 General Meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two Members present in person or by proxy. For the purpose of this Constitution, "Member" includes a person attending by proxy or by attorney or as representing a corporation which is a Member provided that (i) a proxy representing more than one Member shall only count as one Member for the purpose of determining the quorum; and (ii) where a Member is represented by more than one proxy, such proxies shall count as only one Member for the purpose of determining the quorum. In addition, for the purposes of a quorum, joint holders of any share shall be treated as one Member. A corporation or a limited liability partnership being a Member shall be deemed to be personally present if represented in accordance with the provisions of Regulation 76.

Quorum

57. If within thirty (30) minutes from the time appointed for a General Meeting (or such longer interval as the Chairman of the General Meeting may think fit to allow) a quorum is not present, the General 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 Market 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. At the adjourned General Meeting, any one or more Members present in person or by proxy shall be a quorum.

Adjournment if quorum not present

58. The chairman of any General Meeting at which a quorum is present may with the consent of the General Meeting (and shall if so directed by the General 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 General Meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a General Meeting is adjourned sine die, the time and place for the adjourned General Meeting shall be fixed by the Directors. When a General Meeting is adjourned for thirty days or more or sine die, not less than seven days' notice of the adjourned General Meeting shall be given in like manner as in the case of the original General Meeting.

Business at adjourned meeting

59. 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 General Meeting.

Notice of adjournment required

60. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the General Meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be

Amendment of resolution

considered or voted upon.

61. (A) All resolutions put to the vote at any General Meeting shall be decided by way of poll (unless otherwise permitted by the listing rules of the Stock Exchange). Mandatory Polling

(B) Subject to Regulation 61(A), at any General Meeting, a resolution where, a show of hands is permitted, a poll may be demanded by: Method of voting where mandatory polling not required.

(a) the Chairman of the meeting; or

(b) not less than two Members present in person or by proxy and entitled to vote at the meeting; or

(c) a Member present in person or by proxy and representing not less than 5% of the total voting rights of all the Members having the right to vote at the meeting; or

(d) a Member present in person or by proxy and holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than 5% of the total sum paid up on all the shares conferring that right.

62. (A) Subject to the Statutes and Regulation 61 of this Constitution, a demand for a poll may be withdrawn only with the approval of the Chairman of the General Meeting. Where a poll is not required, a declaration by the Chairman of the General Meeting 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. Taking a poll

(B) Where 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 of the General Meeting may direct, and the result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was required. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the listing rules of the Stock Exchange.

62A. At least one scrutineer shall be appointed for each General Meeting. The appointed scrutineer(s) shall be independent of the persons undertaking the polling process. Where the appointed scrutineer is interested in the resolution(s) to be passed at the General Meeting, it shall refrain from acting as the scrutineer for such resolution(s). The appointed scrutineer shall exercise the following duties: Appointment of scrutineer

(a) ensuring that satisfactory procedures of the voting process are in place before the General Meeting; and

(b) directing and supervising the count of the votes cast through proxy and in person.

63. Subject to the Statutes, including but not limited to the listing rules of the Stock Exchange, in the case of an equality of votes, the Chairman of the General Meeting shall be entitled to a second or casting vote in addition to the votes to which he may be entitled as a Member or proxy of a Member. Casting vote of chairman

64. If any votes are 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 is pointed out at the same General Meeting or any adjournment thereof, and not in that case unless it shall in the opinion of the chairman of the General Meeting be of sufficient magnitude.

Continuance of business after demand for poll

VOTES OF MEMBERS

65. (A) Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company, each Member entitled to vote may vote in person or by proxy or attorney, and (in the case of a corporation) by a representative. Every person present who is a Member or a representative of a Member shall:

Voting rights

HKJPS Para 38

(a) on a show of hands, have one vote for each share in respect of which he is a Member or represents (excluding treasury shares) and upon which all calls or other sums due thereon to the Company have been paid, provided that:

(i) 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 proxies, only one of the two proxies as determined by that Member, or failing such determination, by the Chairman of the meeting (or by a person authorised by him in his sole discretion) shall be entitled to vote on a show of hands; and

(ii) 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 or more proxies, each proxy shall be entitled to vote on a show of hands, and

(b) on a poll, have one vote for every share which he holds and represents (excluding treasury shares) and upon which all calls or other sums due thereon to the Company have been paid.

(B) For the purpose of determining the number of votes which a Member, being a Depositor, or his proxy, attorney or representative may cast at any General Meeting on a poll, the reference 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 to the Company, and where a Depositor has apportioned the balance entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting between the two proxies, the said number of shares shall be apportioned between the two proxies in the same proportion as 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 number of shares specified in the instrument of proxy and the true balance entered against the name of that Depositor in the Depository Register at the time of the relevant General Meeting, if the instrument is dealt with in such manner as aforesaid.

(C) A Member entitled to more than one vote need not use all his votes or

cast all the votes used in the same way.

(D) Provided always that any Member who shall have become bankrupt or insolvent or (being a company) gone into voluntary or compulsory liquidation (except for the purpose of reconstruction or sale to any other company) shall not while the bankruptcy or insolvency continues, be entitled to exercise the right of a Member to attend, vote, or act at any General Meeting.

Voting rights of joint holders

66. In the case of joint holders of a share, 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 or (as the case may be) the Depository Register in respect of the share.

Voting by receivers

67. Where in Singapore, Hong Kong, 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 General Meetings of the Company.

Entitlement of Members to vote

68. No Member shall, unless the Directors otherwise determine, 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 presently payable by him to the Company in respect of such shares remains unpaid.

When objection to admissibility of votes may be made

69. (A) No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

(B) If any votes shall 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 is pointed out at the same General Meeting, or at any adjournment thereof, and unless in the opinion of the Chairman at the meeting or at any adjournment there of as the case may be, it shall be of sufficient magnitude to vitiate the result of the voting.

Counting of votes

HKLR App 3 Para 14

HKJPS Para 38

69A. Notwithstanding Regulation 69, where the Company has knowledge that any Member is, under the rules of the 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.

HKJPS Para. 38

69B. Subject to the provisions of this Constitution and the requirements of the listing rules of the Stock Exchange, every Member either personally or by proxy or by attorney or in the case of a corporation by a representative shall be entitled to be present, to speak and to vote at any General Meeting and to be reckoned in the quorum thereat in respect of shares fully paid and in respect of partly paid shares where calls are not due and unpaid, except

where such Member is required by the listing rules of the Stock Exchange to abstain from voting. In the event a Member has appointed more than one (1) proxy, only one (1) proxy is counted in determining the quorum.

70. On a poll, votes may be given personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. Vote on a poll

71. (A) Save as otherwise provided in the Statutes: Appointment of proxies

(a) a Member who is not a relevant intermediary or a clearing house (or its nominee(s)) may appoint not more than two proxies to attend, speak and vote at the same General Meeting. Where such Member's form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy; and

(b) a Member who is a relevant intermediary or a clearing house (or its nominee(s)) may appoint more than two 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 held by such Member. Where such Member's form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

(B) In any case where a Member is a Depositor, the Company shall be entitled and bound:

(a) to reject any instrument of proxy lodged if the Depositor is not shown to have any 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 to the Company; and

(b) 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 against the name of that Depositor in the Depository Register as at 72 hours before the time of the relevant General Meeting as certified by the Depository 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 the Depositor.

(C) 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.

(D) In any case where a form of proxy appoints more than one 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.

(E) A proxy need not be a Member.

72. (A) Any instrument appointing a proxy shall be in writing in the common form or any other form approved by the Directors, (provided always that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the notice of any General Meeting forms of instrument of proxy for use at the General Meeting. In addition, such instrument:-

Execution of proxies
HKLR App 3 Para 11(1)

(i) In the case of an individual, shall be:

(a) executed under the hand of the appointor or his attorney duly authorised in writing if the instrument is delivered personally or sent by post; or

(b) authorised by that individual through such method and in such manner as may be approved by the Directors, if the instrument is sent by electronic communication; and

(ii) in the case of a corporation, shall be:

HKLR App3 Para 11(2)

(a) executed under seal in accordance with its constitutional documents or under the hand of its attorney or its officer duly authorised or in such manner as appropriate under Relevant Laws if the instrument is delivered personally or by post; or

(b) authorised by that corporation through such method and in such manner as may be approved by the Directors, if the instrument is sent by electronic communication.

(B) The signature on, or authorisation of, such instrument need not be witnessed. Where an instrument appointing a proxy is signed or authorised on behalf of the appointor by an attorney, the letter or power of attorney of a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Regulation 73, failing which the instrument may be treated as invalid.

Witness and authority

(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 or at any meeting of any class of Members provided always that, if more than one person is so authorised, the authorisation or proxy form shall specify the number and class of shares in respect of which each such representative is so authorised, and shall be subject to Regulation 72(A)(ii). Each person so authorised under the provisions of this Regulation 72(C) 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)).

Clearing house acting by representatives
HKJPS Para 40 and 41

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

(a) approve the method and manner for an instrument appointing a proxy to be authorised; and

Directors may approve method, and designate procedure, for electronic

(b) designate the procedure for authenticating an instrument appointing a proxy, communication

as contemplated in Regulations 72(A)(i)(b) and 72(A)(ii)(b) 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 72(A)(i)(a) and/or Regulation 72(A)(ii)(a) (as the case may be) shall apply.

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

(i) 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 the notice convening the General Meeting; or

(ii) 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) to which it is to be used and in default shall not be treated as valid.

(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 73(A)(ii). Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), Regulation 73(A)(i) shall apply. Directors may specify means for electronic communications

(C) The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates provided that an instrument of proxy relating to more than one 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.

74. 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, Rights of proxies

75. A vote cast by proxy shall not be invalidated by the previous death or mental disorder of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, mental disorder or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the deposit of instruments appointing proxies) at least one hour before the commencement of the meeting or adjourned meeting or (in 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. Intervening death or mental disorder

75A. Subject to this Constitution and the Statutes, the Board may, at its 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.

Power to implement security measures

CORPORATIONS ACTING BY REPRESENTATIVES

76. Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of this Constitution be deemed to be present in person at any such meeting if a person so authorised is present thereat.

Corporations acting by representatives

DIRECTORS

77. Subject as hereinafter provided, the Directors, all of whom shall be natural persons, shall not be less than two (2) nor more than twelve (12) in numbers. The Company may by Special Resolution from time to time vary the minimum and/or maximum number of Directors.

Number of directors

78. 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 attend and speak at General Meetings.

No share qualification for directors

79. The fees of the Directors shall from time to time be determined by an Ordinary Resolution and 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 fees is payable shall be entitled only to rank in such division for a proportion of fees related to the period during which he has held office.

Directors' Fees

80. (A) 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 ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine, subject however as is hereinafter provided in Regulation 80(B).

(B) The fees (including any remuneration under Regulation 80(A) above) in the case of a Director other than executive Director shall be payable by a fixed sum and shall not at any time be by commission on or percentage of the profits or turnover, and no Director whether an executive Director or otherwise shall be remunerated by a commission on or percentage of turnover.

Remuneration for work outside scope of ordinary duties

81. Subject to the Statutes, 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 of General

Reimbursement of expenses

Meetings or otherwise in or about the business of the Company.

82. Subject to the Statutes, the Directors on behalf of the Company 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.

Power to pay pension and other benefits

83. (A) A Director and, Chief Executive Officer or Managing Director (or person(s) holding an equivalent position) may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a Member) may act in a professional capacity for the Company or any such other company and be remunerated therefore and in any such case as aforesaid (save as otherwise agreed) he shall not be accountable to the Company for profits and advantages accruing to him thereunder or in consequence thereof, unless the Company otherwise directs.

Power of Directors, Chief Executive Officer or Managing Director to hold office of profit and to contract with Company.

Notwithstanding the foregoing, as long as the shares of the Company are listed on the Hong Kong Stock Exchange, unless otherwise permitted by the Hong Kong Stock Exchange, 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.

(B) Notwithstanding Regulation 83(A) if the Company were 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 this Constitution, and except as permitted under the Relevant Laws, the Company shall not directly or indirectly:

Loans to Directors

(i) 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 rules, where applicable, of the Exchange);

(ii) enter into any guarantee or provide any security in connection with a loan made by any person to a Director or such a director; or

(iii) if any one or more of the Directors hold (jointly or severally or directly or indirectly) a controlling interest in another company, make a loan to that other company or enter into any guarantee or provide any security in connection with a loan made by any person to that other company.

This Regulation 83(B) shall only have effect for so long as the shares of the Company are listed on the Hong Kong Stock Exchange.

(C) Every Director, Chief Executive Officer or Managing Director (or person(s) holding an equivalent position) shall observe the provisions of the Statutes or the rules of the Stock Exchange relating to the disclosure of the interests of the Directors and, Chief Executive Officer

Director and, Chief Executive Officer (or Managing

or Managing Director (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 Managing Director (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 Managing Director (or an equivalent position), as the case may be.

Director), to declare interest if any.

(D) A Director, Chief Executive Officer or Managing Director (or person(s) holding an equivalent position) shall not vote (nor be counted in the quorum) on any resolution of the Board approving any transaction, contract or arrangement or any other proposal in which he or any of his close associates directly or indirectly has a material interest, and if he shall do so his vote shall not be counted nor shall be counted in the quorum present at the meeting, but neither of these prohibitions shall apply to:-

Restriction on voting by directors

HKLR App 3 Para. 4(1) and Note 1

(i) any arrangement for giving any Director, Chief Executive Officer or Managing Director (or person (s) holding an equivalent position) any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

(ii) any arrangement for the giving by the Company of any security to a third party in respect of a debtor obligation of the Company for which the Director, Chief Executive Officer or Managing Director (or person (s) holding an equivalent position) has himself assumed responsibility in whole or in part under a guarantee or indemnity of by giving of security; or

(iii) any contract or arrangement or any other proposal concerning an offer of shares or debentures or securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase, where the Director, Chief Executive Officer or Managing Director is/are to be interested as a participant in the underwriting or sub-underwriting of the offer

(E) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director, Chief Executive Officer or Managing Director (or person (s) holding an equivalent position) or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any such Director, Chief Executive Officer or Managing Director (or person (s) holding an equivalent position) 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 of the meeting (or, where question relates to the interest of the chairman of the meeting, 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 of the meeting) 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 of the meeting) as known to such Director (or, as appropriate, the chairman of the meeting) has not been fairly disclosed to the Board. 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 members of the Board.

Relaxation of restriction on voting

(F) Subject to the Statutes, 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: Notice of interest

(a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm, or

(b) he is to be regarded as interested in any contract or arrangement, which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Regulation in relation to any such contract or arrangement,

provided always that no such notice shall be effective unless either it is 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.

84. (A) The Directors may from time to time appoint one or more of their body to be the holder of any executive office (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 and the requirements of the Stock Exchange) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment. Directors may hold executive offices

(B) Subject to the provisions of the Statutes and the requirements of the Stock Exchange, the appointment of any Director to the office of Chairman or Deputy Chairman or Chief Executive Officer or Managing Director (or person (s) 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. Cessation of directorship of Chairman or Deputy Chairman etc

(C) Subject to the provisions of the Statutes and the requirements of the Stock Exchange, 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. Cessation of directorship of Executive Director

85. The Directors may entrust to and confer upon any Directors holding any executive office 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 to time revoke, withdraw, alter or vary all or any of such powers. Power of Executive Directors

CHIEF EXECUTIVE OFFICERS OR MANAGING DIRECTORS

86. The Directors may from time to time appoint one or more of their body to be the Chief Executive Officer or Managing Director or Managing Directors or such person holding an equivalent position 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 fixed term, such term shall not exceed five years.

Appointment of Chief Executive Officer or Managing Director

87. The Chief Executive Officer and Managing Director 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 Chief Executive Officer or Managing Director.

Retirement, removal and resignation of Chief Executive Officer or Managing Director

88. The remuneration of a Chief Executive Officer or Managing Director shall from time to time be fixed by the Directors and may, subject to this Constitution and the Statutes, 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.

Remuneration of the Chief Executive Officer or Managing Director

89. Subject to the Constitution and the Statutes, a Chief Executive Officer or Managing Director 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 Chief Executive Officer or Managing Director 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.

Powers of the Chief Executive Officer or Managing Director

APPOINTMENT AND RETIREMENT OF DIRECTORS

90. The office of a Director shall be vacated in any of the following events, namely:

When office of Director to be vacated

(a) If he becomes disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds (in which event he must immediately resign from the Board);

(b) If he becomes prohibited or disqualified by the Statutes or any other Relevant Laws or any order from acting as Director;

(c) subject to the provisions of the Act, resigns his office by notice in writing to the Company; or

(d) if he becomes a bankrupt or shall make any arrangement or composition with his creditors generally; or

(e) if he becomes mentally disordered and incapable of managing himself or his affairs in or if in Singapore, Hong Kong 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;

(f) if he is removed by the Company in a General Meeting pursuant to this Constitution; or

(g) if he is, for more than six (6) months, absent without permission if the Directors from meetings of the Directors held during that period.

Retirement of Directors by rotation

91. Every Director shall retire from office once every three (3) years and for this purpose, at each Annual General Meeting, one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation.

Selection of Directors to retire

92. The Directors to retire in every year shall be those, 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 provided that all Directors shall retire from office at least once every three years. A retiring Director shall be eligible for re-election.

Filling vacated office

93. The Company at the 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;

(b) where such Director is disqualified under the Act from holding office as a director, or has given notice in writing to the Company that he is unwilling to be re-elected;

(c) where the default is due to the moving of a resolution in contravention of Regulation 94; or

(d) where such Director is disqualified or prohibited under the Statutes or any Relevant Laws or any order from holding office as a Director; or

(e) where such Director is disqualified from acting as director in any jurisdiction for reasons other than on technical grounds.

When retirement is effective

The retirement shall not have effect until the conclusion of the 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.

Resolution for appointment of directors

94. A resolution for the appointment of two 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.

Notice of intention to appoint director

95. 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 eleven (11) clear days

(excluding the date of the notice) 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 a 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 eleven (11) clear days' notice (excluding the date of such notice) shall be necessary and notice of each and every such person shall be served on the Members at least seven days prior to the meeting at which the election is to take place. If such notice(s) are not submitted on the same day as the despatch of the notice of the meeting appointed for such appointment, the period for lodgement of such notice(s) shall commence on the day after the despatch of the notice of the meeting appointed for such appointment and end no later than seven days prior to the date of such meeting.

HKLR App 3, Para 4(4) and 4(5)

96. 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 elected a Director. In default of such appointment, the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

Removal of directors

HKLR App.3 Para. 4(3)

97. The Company may by Ordinary Resolution appoint any person to be Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto, the Directors shall have power at any time so to do, but so that the total number of Directors shall not thereby exceed the maximum number (if any) 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.

Director's power to fill casual vacancies and appoint additional directors

HKLR App 3 Para 4(2)

ALTERNATE DIRECTORS

98. (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 (other than another Director) approved by a majority of his co-Directors to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the majority of the Directors, shall have effect only upon and subject to being so approved. A person shall not act as alternate Director to more than one Director at the same time.

Appointment of Alternate Directors

(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.

Determination of appointment of alternate Directors

(C) An alternate Director shall (except when absent from Singapore or Hong Kong, as the case may be) be entitled to receive notices of

Powers of alternate

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 Director. If his principal is for the time being absent from Singapore or Hong Kong, as the case may be, 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 power to act as a Director nor shall he be deemed to be a Director for the purposes of this Constitution.

directors

(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 fees except only such part (if any) of the fees otherwise payable to his principal as such principal may by notice in writing to the Company from time to time direct.

Alternate Directors may contract with Company

MEETINGS AND PROCEEDINGS OF DIRECTORS

99. (A) Subject to the provisions of this Constitution and the Statutes (including but not limited to the listing rules of the Stock Exchange, 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 the Directors. Notice of a meeting of Directors shall be given to each of the Directors in writing at least two days prior to the day of meeting. The period of notice shall be exclusive of the day on which it is served or deemed to be served and the day on which the meeting is to be held. Where the Director is absent from Singapore or Hong Kong (as the case may be), such notice may be given by telefax or electronic mail, to a telefax number, or electronic mail address as the case may be, given by that absent Director to the Secretary. Any Director may waive notice of any meeting and any such waiver may be retroactive and for this purpose the presence of a Director at the meeting shall be deemed to constitute a waiver on his part.

Meeting of directors

(B) Subject to the requirements of the Statutes and the listing rules of the Stock Exchange, the Directors may participate in a meeting of Directors by means of a conference telephone, video conference, audio visual or similar communications equipment by means of which all persons participating in the meeting can hear one another contemporaneously without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being requisite quorum in accordance with Regulation 100, all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A meeting conducted by means of a

Participation by telephone or video conference

conference telephone, video conference, audio visual or similar communications equipment as aforesaid is deemed to be held at the place where the Chairman of the meeting is participating in the meeting or otherwise agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting.

100. 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. 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.

Quorum

101. 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 Directors are present and form the quorum or when only two Directors are competent to vote on the question in issue) the Chairman of the meeting shall have a second or casting vote.

Votes

102. Without prejudice to the generality of Regulation 83 above, a Director shall not vote in respect of any contract or proposed contract or arrangement or any other proposal whatsoever in which he or any of his close associates has any material 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.

Directors not to vote on transactions which they have an interest

HKLR App.3 Para 4(1)

103. 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 only for the purpose of increasing the number of directors to such minimum number or of summoning General Meetings, but not for any other purpose. If there be no Director or Directors able or willing to act, then any two Members may summon a General Meeting for the purposes of appointing Directors.

Proceedings in case of vacancies

104. (A) The Directors may elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairman) and determine the period for which each is to hold office. 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 minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

Chairman and Deputy Chairman

(B) If at any time there is more than one 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) by seniority in length of appointment or otherwise as resolved by the Directors.

Absence of Chairman

105. A resolution in writing signed by the majority of Directors or their alternates for the time being, being not less than are sufficient to form a quorum, shall be as effective as a resolution duly passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form, each signed by one or more Directors. The expressions “in writing” and “signed” include approval by telefax, telex, cable, telegram, wireless or facsimile transmission or any form of electronic communication approved by the Directors for such purpose from time to

Resolutions in writing

time incorporation, if the Directors deem necessary, for the use of security and/or identification procedures and devices approved by the Directors.

106. Subject to the Statutes (including but not limited to the listing rules of the Stock Exchange), the Directors may delegate their powers or discretion to committees consisting of one or more members of their body and (if thought fit) one 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, subject to the Statutes (including but not limited to the listing rules of the Stock Exchange). Any such regulations may provide for or authorise 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.

Power to appoint committees

107. The meetings and proceedings of any such committee consisting of two 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 106.

Proceedings at committee meetings

108. 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 were disqualified or had vacated office, or were 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.

Validity of acts of Directors in committees in spite of some formal defect

108A. The Directors shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers, and of the proceedings of all meetings of Directors and committees and of the attendances thereat, and of all business transacted at such meeting. Any such minute of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

Minutes

AUDIT COMMITTEE

108B. An audit committee shall be appointed by the Directors in accordance with the Statutes and subject to the requirements under the listing rules of the Stock Exchange.

Audit Committee

BORROWING POWERS

109. Subject as hereinafter provided and to the provisions of the Statutes and this Constitution, 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.

Directors' borrowing powers

GENERAL POWERS OF DIRECTORS

110. 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 or the listing rules of any of the Stock Exchange required to be exercised by the Company in a General Meeting, but subject nevertheless to any Regulations

General power of Directors to manage Company's business

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 Resolutions 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; provided that the Directors shall not carry into effect any proposals for selling or disposing of the Company's undertaking unless such proposals have been approved by the Company in a General Meeting. 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.

Directors may establish local boards or agencies

111. Subject to this Constitution and the Statutes, the Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Singapore, Hong Kong 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 authorise 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.

Directors may appoint attorneys

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 authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him, subject to the Statutes (including but not limited to the listing rules of the Stock Exchange).

Directors to keep a Branch Register or Register

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.

Compliance

113A. The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the Register, keeping a register of Directors and entering all necessary particulars therein, and sending a copy thereof or a notification of any changes therein to the Registrar of Companies, and sending to such Registrar an annual return, together with the certificates and the particulars required by the Statutes, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of resolutions and agreements, and other particulars connected with the above

Cheques, etc

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.

SECRETARY

115. The Secretary shall be appointed by the Directors on such terms, at such remuneration 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 or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more assistant Secretaries. The appointment and duties of the Secretary or Joint Secretaries shall not conflict with the provisions of the Statutes and the listing rules of the Stock Exchange.

Company Secretary

THE SEAL

116. 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 authorised by the Directors in that behalf.

Seal

117. Every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary or by two 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 or system of mechanical signature or other method approved by the Directors.

Affixing seal

118. (A) The Company may exercise the powers conferred by Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

Official seal

(B) The Company may exercise the powers conferred by 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”.

Share seal

KEEPING OF STATUTORY RECORDS

118A. Any register, index, minute book, accounting record, minute or other book required by this Constitution or by the Act to be kept by or on behalf of the Company may, subject to and in accordance with the Act, be kept in hard copy form 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 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

Minutes etc to be kept in hard copy or electronic form

not written in English which the Company is required under the Statutes to make available for public inspection.

AUTHENTICATION OF DOCUMENTS

119. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the 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. 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. 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 minutes 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.

Power to authenticate documents

RESERVES

120. 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 part of any special funds into which the reserve may have been divided. The Directors may also, without placing the same 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.

Reserves

DIVIDENDS

121. The Company may by Ordinary Resolution declare dividends but no such dividends shall exceed the amount recommended by the Directors.

Declaration of dividends

122. 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.

Interim dividends

123. Subject to any rights or restrictions attached to any shares or class of shares and except as otherwise permitted under the Statutes and the listing rules of the Exchange: Apportionment of dividends

(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 be apportioned and paid proportionately to the amounts so paid or credited as paid under any portion or portions of the period in respect of which the dividend is paid.

For the purposes of this Regulation, any amount paid up or credited as paid up on any share in advance of calls is to be ignored and shall not entitle the holder of such share to participate in respect thereof in a dividend subsequently declared. *HKLR App 3, para 3(1)*

124. No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes. Dividends payable out of profit

125. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company. No interest on dividend

126. (A) The Directors may retain any dividend or other moneys payable on or in respect of 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. Retention of dividends on shares subject to lien

(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. Retention of dividends pending transmission

(C) The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends unclaimed after being declared may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend unclaimed after a period of six (6) years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company but 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 returns any such dividend or moneys to the Company the relevant Depositor shall not have any right or claim in respect of such dividend or moneys 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 moneys are first payable. For the avoidance of doubt no Member shall be entitled to any interest, share of revenue or other benefit arising from any unclaimed dividends, howsoever and whatsoever. Unclaimed dividends or other moneys

HKLR App 3, Para 3(2)

For the avoidance of doubt no Member shall be entitled to any interest, share of revenue or other benefit arising from any unclaimed dividends, howsoever and whatsoever. If the Depositor returns any such dividend or money to the Company, the relevant

Depositor shall not have any right or claim in respect of such dividend or money 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 money was first payable.

(D) A payment by the Company to the Depositor of any dividend or other money 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.

Waiver of dividends

127. 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 shareholder (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.

128. 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) and the Directors shall give effect to such resolution. Where any difficulty arises in 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 Members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

129. (A) 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 in respect of shares of the Company, the Directors may further resolve that Members entitled to such dividend be entitled to elect to receive an allotment of ordinary shares 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 ordinary shares 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;

(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 ordinary shares in respect whereof the share election has been duly exercised (the "**elected ordinary shares**") and in lieu and in satisfaction thereof ordinary shares shall be allotted and credited as fully paid to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid and for such purpose and notwithstanding the provisions of Regulation 133, the Directors shall capitalise and apply the amount standing to the credit of the Company's reserve accounts as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis.

(B)(a) The ordinary shares allotted pursuant to the provisions of paragraph (A) of this Regulation shall rank pari passu in all respects with the ordinary shares 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 capitalisation pursuant to the provisions of paragraph (A) of this Regulation, with full power to make such provisions as they think fit in the case of shares becoming distributable in fractions (including, notwithstanding any provision to the contrary in this Constitution, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down).

(C) The Director may, on any occasion when they resolve as provided in paragraph (A) of this Regulation, determine that rights of election under that paragraph shall not be made available to the persons who are registered as holders of ordinary shares in the Register or (as the case maybe) in the Depository Register, or in respect of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors may think fit, and in such event the provisions of this Regulation shall be read and construed subject to such determination.

(D) The Directors may, on any occasion when they resolve as provided in paragraph (A) 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 or (as the case may be) the Depository Register is outside Singapore or Hong Kong or to such other Members or class of Members as the Directors may in their sole discretion decide and in such event the only entitlement of the Members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.

(E) Notwithstanding the foregoing provisions of this Regulation, if at any

time after the Directors' resolution to apply the provisions of paragraph (A) of this Regulation in relation to any dividend but prior to the allotment of ordinary 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 without assigning any reason therefor, cancel the proposed application of paragraph (A) of this Regulation.

Dividends payable by cheque or warrant

130. 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 or (as the case may be) the Depository Register of a Member or person entitled thereto (or, if two or more persons are registered in the Register 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 of such persons) or to such person at 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. Notwithstanding the foregoing provisions of this Regulation and the provisions of Regulation 132, the payment by the Company to the Depository of any dividend payable to a Depositor shall, to the extent of the payment made to the Depository, discharge the Company from any liability to the Depositor in respect of that payment.

Payment of dividends to joint holders

131. If two or more persons are registered in the Register 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 of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

Resolution declaring dividends

132. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in a 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 or (as the case may be) the Depository Register at the close of business on 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 ISSUES AND CAPITALISATION OF PROFITS AND RESERVES

Power to issue free bonus shares and/or to capitalise reserves

133. The Directors may, with the sanction of an Ordinary Resolution of the Company but subject to Regulation 4 and the Statutes:

(a) issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register or (as the case may be) in 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) such other date as may be determined by the Directors, in proportion to their then holdings of shares; and

(b) capitalise 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 the financial statement by appropriating such sum to the persons registered as holders of shares in the Register or (as the case may be) in 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) 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 paving 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 class other shares not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.

Power of Directors to make provisions for fractional entitlements

133B. The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue or capitalisation under Regulation 133A, 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 authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such bonus issue and/or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

Power to issue free shares and/or capitalise reserves for employee share-based incentive plan

133C. In addition and without prejudice to the powers provided for by Regulation 133A and 133B, the Directors shall have power to issue shares for which no consideration is payable and 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 moneys in paving up in full new shares, in each case on terms that such shares shall, upon issue, 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 shareholders in General Meeting and on such terms as the Directors shall think fit.

Power to form Reserve Fund

133D. The Directors may before declaring any dividend or bonus in respect of any class of shares out of or in respect of the earnings or profits of the Company for any yearly or other period cause to be reserved or retained and set aside out of such sums as they may determine to form a reserve fund to meet contingencies or depreciation in the value of the property of the Company, or for equalising dividends or for special dividends or for distribution of bonuses or for repairing, improving and maintaining any of the property of

the Company, or for such other purposes the Directors shall, in their absolute discretion, think conducive to the interest of the Company.

FINANCIAL STATEMENTS

134. The Directors shall cause to be kept such accounting and other records as are necessary to comply with the provisions of the Statutes and shall cause those records to be kept in such manner as to enable them to be conveniently and properly audited and to give a true and fair view of the Company's affairs and to explain its transactions. 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 or other person shall have any right of inspecting any account or book or document of the Company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorised by the Directors.

Accounting records

135. 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, balance sheets, consolidated financial statements (if any) and reports as may be necessary. The interval between the close of a financial year of the Company and the issue of accounts relating thereto shall not exceed four months (or such other period as may be permitted and/or prescribed by the Statutes, the Relevant Laws or the listing rules of any of the Stock Exchange).

Presentation of financial statements

136. (A) A copy of every balance sheet and financial statements which is to be laid before a General Meeting (including every document required by the Statutes and the listing rules of the Exchanges to be comprised therein or attached or annexed thereto) together with a copy of every Auditor's report relating thereto and of the Directors' report shall not less than 21 clear days before the date of the General Meeting be sent by post to the registered address of every Member of, and every holder of debentures (if any) of, the Company and to every other person who is entitled to receive notices of 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 of any joint holders or to any person whose address the Company is not aware, but any Member or holder of debentures 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.

Copies of financial statements *HKLR App 3, Para 5*

(B) Subject to due compliance with all applicable Relevant Laws, rules and regulations, including, without limitation, the rules of the Stock Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of this Regulation 136 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, summarised financial statements derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by Relevant Laws and regulations, provided always that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him, in addition to summarised financial statements, a complete printed copy of the Company's annual financial statement and the directors' report thereon.

(C) The requirement to send to a person the documents referred to in this

Regulation 136 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the rules of the Stock Exchange, the Company publishes copies of the documents on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents

AUDITORS

137. 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.

Validity of acts of Auditors

138. 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.

Auditors entitled to attend General Meeting

138A. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes. 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 Statutes. At the Annual General Meeting or at a subsequent Extraordinary General Meeting in each year, the Members shall appoint an Auditor to audit the accounts of the Company and such Auditor shall hold office until the next annual general meeting. Such Auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company. The remuneration of the Auditors shall be fixed by the Company in General Meeting. The removal of Auditors shall be approved by Ordinary Resolution in General Meeting. If the office of the Auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or other disability at a time when his services are required, the Directors shall fill the vacancy and fix the remuneration of the Auditor so appointed.

Appointment of Auditors
HKJPS Para 35

NOTICES

139. (A) Any notice or document (including a share certificate) or any corporate communication within the meaning ascribed thereto under the listing rules of the Stock Exchange shall be in writing, or to the extent permitted by the listing rules of the Stock Exchange from time to time and subject to this Constitution, contained in an electronic communication, and 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 registered address appearing in the Register, or by delivering it to such address as aforesaid, or (in the case of a notice) by advertisement in an English language newspaper and a Chinese language newspaper or by sending it in accordance with the Relevant Laws, Statutes and the listing rules of the Stock Exchange as an electronic communication to the Member or by publishing it in accordance with applicable legislations and the listing rules of the Stock Exchange on the Company's computer network. Where a notice or other document is served or sent by post, service or delivery shall be deemed to be

Service of notice

HKLR App.3, Para 7(1),(2) and (3)

effected at the expiration of twenty-four (24) hours after 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. Any notice or document to be given or issued under these articles may be either in English language or Chinese language only or in both English language and Chinese language, subject to due compliance with the Statutes and the listing rules of the Stock Exchange.

(B) A Member shall be entitled to have notices served on him at any address within Singapore and Hong Kong. Any Member whose registered address is outside Singapore and Hong Kong may notify the Company in writing of an address in Singapore or Hong Kong which for the purpose of service of notice shall be deemed to be his registered address. A Member who does not notify the Company or a clearing house (as the case may be) of an address in Singapore or Hong Kong may notify the Company of an address outside Singapore and Hong Kong, and the Company may serve notices on him at such overseas address. In the absence of notification by a Member of an address in Singapore or Hong Kong for the purpose of service of notice, such Member shall be deemed to have received any notice which shall have been displayed at the registered office of the Company and shall have been remained there for the space of twenty-four (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.

(C) Any notice or document sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Singapore or Hong Kong and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly prepaid (and in the case of an address outside Singapore or Hong Kong where airmail service can be extended thereto airmail postage prepaid), addressed and put into such post office and a certificate in writing signed by the Secretary of the Company or other person appointed by the Board that the envelope or wrapper containing the notice was so addressed and put into such post office shall be conclusive evidence thereof. Any notice or document sent as an electronic communication shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. Any notice or document published on the Company's computer network shall be deemed to have been served or delivered on the day on which a notification is sent to the Member that the notice or document is available on the Company's computer network. Any notice or document served by advertisement in newspapers in accordance with paragraph (A) to this Regulation 139 shall be deemed to have been served on the day on which the notice or document is first published in newspapers.

(D) The signature to any notice or document to be given by the Company may be written, printed or made electronically.

Electronic communications

139A. (1) A notice or document (including a share certificate) or any corporate communication within the meaning ascribed thereto under the listing rules of the Stock Exchange which is required or permitted to be given, sent or served under the Statutes or under this Constitution by the Company, or by the Directors, to a Member or officer or Auditor of the Company may be given, sent or served using electronic communications to

(a) the current address of that person; or

(b) by making it available on a website prescribed by the Company from time to time

in accordance with the provisions of this Constitution, or as otherwise provided by, the Statutes and/or in accordance with any other applicable regulations or procedures.

Such notice or document shall be deemed to have been duly given, sent or served upon transmission of the electronic communication to the current address of such person or as otherwise provided under the Statutes and/or any other applicable regulations or procedures.

(2) For the purposes of Regulation 139A (1) above, the Company may send such notice or document by way of such electronic communications to a Member, if there is express consent from that Member.

Express Consent.

(3) A Member shall be deemed 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 the Statutes.

Implied Consent

(4) Such notice or document shall be deemed to have been duly given, sent or served upon transmission of the electronic communication to the mail server designated by such address or as otherwise provided under the Relevant Laws and Statutes. The Company shall notify a Member directly in writing on at least one occasion that:

Deemed Consent

(a) such Member has 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;

(b) if a Member was given such an opportunity and he failed to make an election within the specified time, he shall be deemed to have consented to receive such notice or document by way of electronic communications as set out in Regulation 139A(1) and shall not in such an event have a right to receive a physical copy of such notice or document;

(c) the manner in which electronic communications will be used is as set out in Regulation 139A(1) of this Constitution;

(d) any election or deemed election by a Member pursuant to this Regulation 134A(4) is a standing election but the Member may make a fresh election at any time; and

(e) until the Member makes a fresh election, the election or deemed election that is conveyed to the Company last in time prevails over all previous elections as that Member's valid and subsisting election in relation to all documents and notices to be sent pursuant to this Regulation 139A(4).

(5) Where a notice or document is given, sent or served by electronic communications:

When notice given by electronic communications deemed served

(a) to the current address of a person pursuant to Regulation 139A(1), 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 Act and/or any other applicable regulations or procedures; and

(b) by making it available on a website pursuant to Regulation 139A(1) 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, or unless otherwise provided under the Act and/or any other applicable regulations or procedures.

(6) Where a notice or document is given, sent or served to a member by making it available on a website pursuant to Regulation 139A(1), 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 or more of the following means:

(i) the publication of the notice or document on that website;

(ii) if the document is not available on the website on the date of notification, the date on which it will be available;

(iii) the address of the website;

(iv) the place on the website where the document may be accessed; and

(v) how to access the document.

(7) When the Company uses electronic communications to send a document to a Member, the Company shall inform the Member as soon as practicable of how to request a physical copy of that document from the Company and shall provide a physical copy of that document upon such request.

(8) Regulations 139A(1), (2), (3) and (4) 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 Stock Exchange and other Relevant Laws and Statutes, including but not limited to the following:

(a) forms or acceptance letters that Members may be required to complete;

(b) notices of meetings, excluding circulars or letters referred to in that notice;

(c) notices and documents relating to takeover offers and rights issues; and

(d) notices to be given to Members pursuant to Regulations 139A(6) and 139A(7).

139B. Regulations 139 and 139A shall be subject to and applicable to the extent permitted by the listing rules of the Stock Exchange.

Service of notices in respect of joint holders

140. Any notice given to that one of the joint holders of a share whose name stands first in the Register 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.

Service of notice after death, bankruptcy, etc

141. 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 an address within Singapore or Hong Kong for the service of notices, shall be entitled to have served upon or delivered to him (subject to Regulation 139) 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 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 shall 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 or, where such Member is a Depositor, entered against his name in the Depository Register as sole or first-named joint holder.

WINDING UP

Power to present winding up petition

143. 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.

Distribution of assets in specie

HKJPS Para 31(c)

144. A Special Resolution is required to approve the voluntary winding up of the Company. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the liquidator may, with the authority a Special Resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and 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.

Member outside Singapore

144A. In the event of a winding up of the Company every Member of the Company who is not for the time being in Singapore shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily, or within the like period after the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some householder ,whether within or outside Singapore, upon

whom all summonses, notices, processes, orders and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such Member to appoint some such person, and service upon any such appointee shall be deemed to be a good personal service on such Member for all purposes, and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such Member by advertisement in any leading daily newspaper in the English language in circulation in Singapore and Hong Kong, or by a registered letter sent through the post and addressed to such Member at his address as appearing in the Register or (as the case may be) the Depository Register, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted

INDEMNITY

Indemnity

145. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, Chief Executive Officer or Managing 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. Without prejudice to the generality of the foregoing, no Director, Secretary or other officer of the Company shall be liable for the acts, receipts, neglects 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 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, willful default, breach of duty or breach of trust.

SECRECY

Secrecy

146. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trade or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it will be inexpedient in the interest of the Members to communicate to the public save as may be authorised by law.

UNTRACEABLE MEMBERS

Untraceable Members
HKLR App 3 Para 13(1)

147. (A) Without prejudice to the rights of the Company under Regulation 147(B), 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) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:

(i) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by this Constitution have remained uncashed;

(ii) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and

(iii) the Company, if so required by the rules governing the listing of shares on the Stock Exchange, has given notice to the Stock Exchange, and caused advertisement to be made in newspapers in accordance with the requirements of the Stock Exchange of its intention to sell such shares in the manner required by the Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Stock Exchange has elapsed since the date of such advertisement.

For the purpose of the foregoing, the "**relevant period**" means the period commencing twelve (12) years before the date of publication of the advertisement referred to in Regulation 147(2)(iii) and ending at the expiry of the period referred to in that paragraph.

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

PERSONAL DATA

148. (A) Subject to the Statutes, 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: Personal data

(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 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 Member 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 regulation of this Constitution;

(h) compliance with any Relevant Laws, listing rules of the relevant stock exchange, 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 the purposes specified in the relevant Regulations, 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.

COMPLIANCE WITH LAWS

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

Compliance with laws

AMENDMENT OF CONSTITUTION

150. (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 the provisions of the Constitution or to change the

Amendment of Constitution
HKJPS Para 31(b)

name of the Company and as permitted in the circumstances provided under the Statutes.

(B) There should not be any alteration in this Constitution to increase an existing Member's liability to the Company unless such increase is agreed by such Member in writing. *HKJPS Para 34*

C. 組織章程文件

公司註冊編號：**200210042R**

公司法（第50章）

公眾股份有限公司

SIIC ENVIRONMENT HOLDINGS LTD.
上海實業環境控股有限公司

於2002年11月19日註冊成立

之

章程

RHT Corporate Advisory Pte. Ltd.
6 Battery Road，#10-01
Singapore 049909

存置於新加坡會計與企業管制局的辦事處

公司法（第50章）

公眾股份有限公司

SIIC ENVIRONMENT HOLDINGS LTD.
上海實業環境控股有限公司

之

章程

於2018年1月29日通過特別決議案採納

前言

1A. 本公司名稱為SIIC ENVIRONMENT HOLDINGS LTD.（上海實業環境控股有限公司）。 釋義

1B. 本公司註冊辦事處將位於新加坡共和國（「**新加坡**」）。

1C. 在公司法（第50章）及任何其他成文法和本章程的條文規限下，本公司可全權經營或從事任何業務或活動、作出任何行動或訂立任何交易，及就此而言具有十足權利、權力及特權。

1D. 股東（界定如下）的責任為有限。

1E. 本公司股本以新加坡元計值。

2. 於本章程中（倘非與主題或文義有所抵觸）下方第一欄所載詞語及詞組應具有各自對應的涵義。

「**公司法**」指公司法（新加坡第50章）或當時生效的任何法定修改、修訂或重新立法或任何及各項其他當時生效涉及公司並影響本公司的法案（包括但不限於公司條例（香港法律第622章）），以及任何該等其後公司法所修改、修訂或重新立法的任何條文的提述。

「**股東週年大會**」指本公司股東週年大會。

「**核數師**」指本公司核數師

「**董事會**」指本公司當時的董事會，作為處理董事會事務的機構或構成必要法定人數。

「**記賬證券**」指：

(a) 其所有權文件由寄存人存入託管商或結算所(視情況而言)並以該託管商或結算所或其各自代名人的名義登記的上市證券；及

(b) 可在託管商登記冊以記賬形式而非透過轉讓文據轉讓的上市證券。

「**主席**」指董事會主席或股東大會主席(視乎情況而定)。

「**行政總裁**」指本公司當時之行政總裁(或任何其同等委任(不論如何描述))。

「**結算所**」指本公司股份上市或報價所在證券交易所位處的司法權區的法例所認可的結算所。

「**緊密連絡人**」應具有聯交所上市規則所賦予之涵義。

「**本公司**」指不論如何不時稱述的上述已命名公司。

「**章程**」指本章程或本公司現時生效之其他規定(初始架構或經不時修訂)。

「**副主席**」指董事會副主席或股東大會副主席(視乎情況而定)

「**董事**」指本公司董事，包括當時獲正式委任或擔任替任董事的任何人士。

「**股東特別大會**」指本公司股東大會，不包括股東週年大會。

「**股東大會**」指本公司股東大會。

「**香港**」指中華人民共和國香港特別行政區。

「**聯交所**」指香港聯合交易所有限公司。

「**董事總經理**」指本公司董事總經理(或任何其同等委任(不論如何描述))。

「**交易日**」指證券交易所開市進行證券買賣的日子。

「**股東**」或「任何股份的持有人」指本公司現時的註冊股東,或倘註冊持有人為託管商,則為託管商登記簿上指定的寄存人(相關期間以股份形式記入寄存人的證券賬戶)。

「**月**」指曆月。

「**辦事處**」指本公司現時的辦事處。

「**普通決議案**」指由出席和投票的股東用簡單多數的方式通過的決議案。

「**已付**」指已付或入賬列為已付。

「**登記冊**」指在董事會不時釐定的新加坡境內或境外地點存置的本公司股東總登記冊及(倘適用)任何股東分冊。

「**註冊地址**」或「**地址**」除本章程中另有明確規定者外,就任何股東而言,為專人或通過郵政送交的通知或文件的送達或交付而指定的實際地址。

「**註冊辦事處**」指就任何類別股本而言,董事可不時釐定存置與該類別股本相關的股東登記分冊的地點,以及(除非董事另有指示)該類別股本的轉讓或其他文件或所有權需提呈註冊及將予登記的地點。

「**細則**」指本章程所載本公司現時生效的細則(可不時修訂)。

「**有關法律**」指任何有關主管機構不時制定或頒佈的法規條文及任何其他有關規則、法例或細則(包括但不限於任何證券交易所上市規則)。

「**印章**」指本公司公章。

「**證券賬戶**」指由寄存人在託管商設立的證券賬戶。

「**新交所**」指新加坡證券交易所有限公司

「**股份**」指本公司股本中的股份。

「**特別決議案**」應具有公司法第184章所賦予的涵義。 *HKJPS第33段*

「**法規**」指當時生效有關公司及影響本公司及其附屬公司的所有法例、則例、細則、命令及各項其他法規╱或官方指示或任何法定修改、修訂或重訂,包括但不限於公司法、證券交易所上市規則、公司條例(香港法例第622章)及公司(清盤及雜項條文)條例(香港法例第32章)及任何提述所修改、修訂或重訂的任何條文,惟一直有關任何該等法律所授出豁免將視作妥為遵守該等有關法律。

「**證券交易所**」或「**交易所**」指新交所(就本公司股份在新交所上市及報價的期間而言)、聯交所(就本公司股份在聯交所上市及報價的期間而言)及╱或本公司股份上市或報價的其他證券交易所。

「**本章程**」指經不時修訂的本章程。

「**書面**」包括打印及平版印刷和以任形式代表或複製文字、符號或其他能夠以視象形式顯示的資料,無論是實體文件或以電子通信或其他任何形式顯示。

「**年**」指曆年。

「**新元**」指新加坡元,為新加坡法定貨幣。

「寄存人」、「託管商」、「託管商代理」及「託管商登記冊」等詞具有證券及期貨法(新加坡法律第289章)賦予的涵義,任何提述託管商亦包括提述結算所(視情況而定)。

「現有地址」、「電子通訊」、「相關中介」及「庫存股份」等詞具有公司法賦予彼等各自的涵義。

本章程提述股份或類別股份「持有人」應:

(a) 不包括託管商或其代名人或結算所,惟在本章程中另外表明或使用「登記持有人」詞匯則作別論;

(b) 如文義許可,被視為包括以其名義就該等股份在託管商登記冊內登記的寄存人;及

(c) 除本章程另外表明者外,否則不包括以庫存股份形式持有股份的公司,

而「持有」一詞亦按上文理解。

「秘書」詞彙將包括將包括由董事委任以履行秘書職責的任何人士,而當有兩名或以上人士獲委任為聯席秘書時,包括其中的任何一人。

本章程中適用於已繳足股份的所有有關條文亦適用於股票,而「股份」及「股份持有人」此等詞語亦應按此理解。

表示單數的詞語亦包括複數的含義,反之亦然。表男性的詞語亦包括女性的含義。表示人士的詞語亦包括法團的含義。

除上文另有規定外,在公司法中界定的任何詞語或字詞(倘非與主題或主義有所抵觸)具有本章程中的相同涵義。

就本章程明確要求就其作出普通決議案之任何目的,任何特別決議案應有效。

眉註和邊註僅為方便查閱而設,不應影響對本章程的解釋。

股本

股本

3. (A) 根據本章程、法規及交易所上市規則本公司購買或另行收購可能持作庫存股份的股份。

(B) 當所購買或另行收購的股份由本公司持作庫存股份，則本公司將於登記冊登記為持有庫存股份的股東。

(C) 除法規及交易所上市規則所規定者外，本公司不會行使有關庫存股份的任何權利。據此，本公司可以經法規及交易所上市規則授權或據此規定方式持有或買賣其庫存股份。

(D) 本公司並無概無面值的法定股本及股份。

HKLR附錄3，第9段

發行股份

發行股份

4. (A) 根據法規及本章程，未經本公司於股東大會上批准，董事不得發行任何股份，惟根據本章程及相關批準的條文以及細則第8條，並在當時發行的任何股份所附的任何特別權利的規限下，董事可於其認為適當的時間，按其認為適當的條文和條件及代價（如有）向有關人士配發及發行同一股份，或就授出有關的購股權或以其他方式處置股份，而不論是否需要以現金或其他方式支付其中任何部分金額（如有），而任何所發行的股份可附帶有關股息、退回股本、參與任何剩餘資產及溢利分派、投票、兑換或其他方式的董事認為合適的優先權、遞延權、受限權利或特別權利、特權、條件或限制，而本公司亦可發行本公司必須或可選擇贖回的優先股，而贖回的條文及方式由董事定，惟：

(a) 除普通股以外的類別股份所附的權利，須在據此設立該等類別的決議案中以及在本章程中列明；

HKLR附錄3第6(1)段

(b) 已發行優先股總數不得超過任何時候已發行普通股總數；及

(c) 不得發行不記名股份。

董事發行新股及作出或授出工具的一般授權

(B) 盡管有細則第4(A)條的規定，本公司可在股東大會上藉普通決議案向董事授予一般授權，無條件或在該普通決議案指定的有關條件的規限下：

(a) (i) 不論是以供股、紅利發行或其他方式發行本公司股本中的股份；及／或

(ii) 作出或授出可以或應可要求發行股份的要約、協議或購股權（統稱「**文據**」），包括但不限於設立及發行（以及對其作出調整）認股權證、債權證或其他可兑換為股份的文據；及

(b) （即使普通決議案所賦予的授權不再有效）在普通決議案有效時，根據董事所作出或授出的任何文據發行股份，

惟：

(1) 根據普通決議案將予發行的股份總數（包括根據普通決議案所作出或授出的文據而發行的股份）須受限於證券交易所指定的有關限額及計算方式的規限；

(2) （根據證券交易所可能指定的有關計算方式）就釐定根據上文(A)分段可能發行的股份總數而言，已發行股本的百分比將基於普通決議案獲通過時經調整下列後本公司已發行股本：

(i) 普通決議案獲通過時尚未行使或存續的任何可換股債券或購股權兑換或行使所產生的新股份；及

(ii) 股份的任何隨後合併或分拆；

(3) 在行使普通決議案所賦予的權力時，本公司須遵守證券交易所當時有效的上市規則（除非證券交易所豁免有關遵守）以及本章程的條文；及

(4) 除非獲本公司在股東大會上撤銷或修訂，普通決議案所賦予的權力，在通過該普通決議案之後下一個本公司股東週年大會結束後，或法規規定本公司須舉行本公司股東週年大會的日期，或法規所規定的其他期限屆滿時（以最早者為準）不再有效。

(5) 任何其他發行股份，其總數將超過本決議案所述限額，須本公司於股東大會批准及該等限額及規定可能按證券交易所上市規則所指定；及

(6) 倘本公司股本包含不同面值之股份，則倘將各類別股份的面值以同一貨幣換算後，各類股份每單位股本所附帶的投票權於行使時具有同等權利。

(C) 除普通股以外的類別股份所附的權利，須在本章程中列明；

非普通股的類別股份

(D) 本公司可發行股份而不收取任何代價。

(E) 倘根據任何股份的配發條件，該股份的全部或任何部分款項或發行價款須分期支付，每筆分期款項到期時必須由當時或不時為相關股份持有人的人士，或其法定個人代表支付予本公司。

無代價發行股份

5. (A) 優先股發行時或會受到證券交易所指定的任何限制。在接收通告、報告及本公司資產負債表以及出席股東大會方面，優先股持有人與普通股持有人具有相同權利。當本公司就削減股本或清盤或批准出售本公司業務而召開任何股東大會，或當在股東大會上提呈的建議直接影響彼等的權利及特權時，或當優先股股息已結欠六個月以上時，優先股持有人均有權在股東大會上投票。

股份分期支付

若干股份附帶的權利

(B) 本公司亦有權發行與已發行的優先股具相同地位或更優先的進一步優先股本。

HKLR附錄3，第6(1)段

(C) 當本公司購買或贖回可贖回股份時，並非透過市場或投標進行的購買受到本公司於股東大會上不時釐定的最高價格的限制，不論全面或特定購買。倘購買透過招標進行，則所有持有可贖回股份的股東均可參與投標。

(D) 除法規允許外及待進一步遵守證券交易所及任何其他相關監管機構的規則及細則，本公司就或有關由本公司任何股份的任何人士作出或將作出購買不會提供財務援助。

(E) 除法規允許外，董事會可按有關法律允許發行認股權證以認購本公司任何類別股份或其他證券且該等認股權證可按董事會可能不時釐定的有關條款發行。當向不記名人士發行認股權證時，不得發行新認股權證以取替已遺失的認股權證，除非董事會無合理疑問地信納原有認股權證確已銷毀，且本公司已收到董事會認為就發行任何相關替代認股權證而言屬合適形式的賠償則作別論。 *HKLR附錄3，第2(2)段*

(F) 當本公司發行不附有投票權的股份時，「無投票權」此字眼須在該等股份的標示中列明，而當本公司股本包括附有不同投票權的股份時，每個類別股份（具有最優惠投票權的股份除外）的標示中須包括「受限制投票權」或「有限制投票權」等字眼。 *HKLR附錄3，第10(1)和(2)段*

修改權利

6. (A) 每當本公司股本分為不同類別股份時，償還優先股本（不包括可贖回優先股本）及任何類別所附有的特別權利，可在法規的條文規限下，僅經代表所有已發行該類別股份的總數四分之三的持有人書面同意，或在該類別股份持有人的獨立股東大會（但並非其他大會）上通過特別決議案作出修改或予以廢除，亦可在本公司持續經營出現疑問時或於清盤或考慮清盤過程中，作出修改或予以廢除。本章程中有關本公司股東大會及議事程序的所有條文，在作出必要改動後亦適用於上述獨立股東大會，惟所需法定人數須為最少持有已發行該類別股份總數三分之一的持有人或其受委代表，而親身或以受委代表出席的該類別股份的任何持有人可要求按股數投票表決，且每名該等持有人在按股數投票時可就其持有的每股該類別股份投一票。前提是，倘在該股東大會上並無就有關特別決議案獲取所需大多數同意，則如在該股東大會兩個月內取得代表已發行該類別股份總數最少四分之三的持有人的書面同意，將屬有效及具效力，猶如已在該股東大會上通過特別決議案一樣。本細則的前述條文將適用於任何類別股份當中只有部分股份附有的特別權利的修訂或廢除，猶如受到不同對待的該類別股份的每個組別，組成其特別權利將予修訂的獨立類別。 *修改權利*

HKLR附錄3，第6(2)段

HKJPS第31(a)段

(B) 除可贖回優先股本以外的優先股本的償還，或優先股持有人權利的任何更改，僅可根據優先股持有人的特別決議案作出，惟倘在股東大會上並無就有關特別決議案獲取所需大多數同意，則如在股東大會兩個月內取得代表所有該優先股最少四分之三的持有人的書面同意，將屬有效及具效力，猶如已在股東大會上通過特別決議案一樣。

償還優先股本(不包括可贖回優先股本)

(C) 具有優先權的任何類別股份所附有的特別權利，除非其發行條文另有明確規定，否則不得藉設立或進一步發行在參與本公司溢利或資產分派的若干或所有方面具同等地位但並不具優先權的股份，而被視為已作修改。

發行帶特別權利的其他股份

(D) 不得僅因任何直接或間接擁有權益的人士並無向本公司披露其權益而行使任何權力，以凍結或以其他方式損害其任何附於股份的權利。

未能披露權益

HKLR附錄3，第12段

更改股本

7. 本公司可不時通過普通決議案並按其規定增加股本。

增加股本

8. (A) 除非本公司在股東大會上作出任何相反指示，或證券交易所的上市規則及有關法律允許，所有新股份在發行前須向作出要約當日有權向本公司收取股東大會通告的人士，在情況容許下盡可能按彼等所享有權益的現有股份數目的比例提呈發行。該要約須以發知方式發出，列明提呈的股份數目，並指出當不獲接納時將被視作已拒絕有關要約的時限，以及表明當時限屆滿或收到獲提出要約的人士表示拒絕接納要約股份時，董事可按彼等認為最有利於本公司的方式出售該等股份。董事同樣亦可將彼等認為未能根據本細則第8(A)條方便地提呈的任何新股份發售（以有權獲提呈新股份的人士所持有股份所應獲發行的比例為理由）。

向股東發行新股份

(B) 除發行條件或本章程另有規定外，所有新股份在有關配售、支付催繳股款、留置權、轉讓、傳轉、沒收及其他方面，將受到法規及本章程的規限。

8A. 盡管上文細則第4及8條有所規定，但根據法規，對於因外國證券法規定當未登記有關股份或發行招股章程或其他文件時不得作出要約的股東，董事毋需要約任何新股份，但可以按該等條款及條件以及以其認為對本公司最有利的方式，代表該等股東出售新股份的權益。

未向特定股東發行股份

9. 本公司可透過普通決議案，並在法規及證券交易所的條文規限下：

(a) 合併或分拆其所有或任何股份；

合併、分拆及轉換股份

(b) 註銷於通過決議案當日經已被沒收的股份（尚未被任何人士認領或同意認領），並按所註銷股份的數目遞減其股本數額；

(c) 拆細其股份或其任何部分，惟在該拆細中，每股已拆細股份之已繳金額及（若有）未繳金額的比例須與被拆細股份衍生來源股份的比例一致；或

(d) 在本章程的規限下，將其股本或任何類別股份由一種貨幣轉換為另一種貨幣。

9A. 本公司可通過特別決議案在證券交易所上市規則、法規及本章程的其他條文的規限下，將一類股份轉換成另一類股份。

有權將股份轉換為另一類別股份

10. (A) 本公司可通過特別決議案以法規及任何其他有關法律（包括但不限於交易所上市規則）授權的方式削減其股本或任何未分派儲備。

有權削減股本

(B) (1) 按及根據法規及任何其他有關法律的條文(包括但不限於證券交易所上市規則),本公司可授權董事在股東大會按本公司可能認為合適的該等條款以及以法規及任何其他有關法律已指定的方式(包括但不限於證券交易所上市規則)購買或以其他方式收購任何其已發行股份。倘公司法及法規有所規定,除非有關股份是根據公司法及證券交易所上市規則持有的庫存股份,否則本公司購回或收購的任何股份將被視為於本公司購回或收購時立即註銷。按上文所述註銷任何股份時,該股份所附有的權利及特權隨即失效。在任何其他情況下,本公司可持有或處理其以法規或任何其他有關法律(包括但不限於證券交易所上市規則)可能允許的相關方式購回或收購的任何上述股份。

購買股份

(2) 若本公司購買或贖回任何其股份,則並非通過市場或招投標作出的購買或贖回行為須受限於最高價。若通過招投標購買股份,則應面向全體股東作出招投標。

HKLR附錄3,第8(1)及(2)段

(C) 除公司法或法規規定者外,本公司不得就庫存股份行使任何權利。在有關條文的規限下,本公司可按公司法及法規所授權或指定的方式持有或處理其庫存股份。

庫存股份

股份

11. 除法律規定外,任何人士概不獲本公司確認為就任何信託持有任何股份,而本公司並無責任或以任何方式被迫確認任何股份的任何恒定、或然、未來或部分權益,或(本章程或法律有其他規定或有任何法院命令者除外)股份的任何零碎部分的任何權益或有關股份的任何其他權益,惟在股東登記冊內列為有關股份的登記持有人(託管商除外)或(視乎情況而定)其名稱就該股份列入託管商登記冊的人士對於全部股份的絕對權利除外。

無已確認的信託

12. 在不損害之前已賦予當時已發行的任何股份或類別股份持有人的任何特別權利之情況下,本公司可發行附上本公司不時以普通決議案釐定(或如無決議案釐定,則可由董事釐定)的優先、遞延或其他特別權利或受限於有關限制(不論有關股息、退回股本、投票或其他方面)的任何股份,而在法規的條文規限下,本公司可發行本公司有權選擇須予贖回的優先股。

發行優先購股權

13. 在本章程及法規有關授權、優先購買權及其他方面的條文，以及本公司在股東大會上就此通過的任何決議案的規限下，所有未發行股份可由董事處置，而彼等可於彼等認為合適的時間，按彼等認為合適的條款向彼等認為合適的人士配發（可賦予或並無賦予放棄權利）該等股份、授出有關購股權或以其他方式處置股份。

董事可分配未發行股份或授出購股權

14. 本公司可按董事認為合適的收費率或金額及有關方式，就任何股份發行支付佣金或經紀費用。該等佣金或經紀佣金可全部或部分以現金或悉數或部分按可能安排支付本公司股份，而本公司可（除或替代該等佣金外）可考慮如此認購或同意認購（無論全權或有條件）或其促使或同意促使認購（無論全權或有條件）本公司任何股份的任何人士，賦予任何該人士按指定價格或董事可能視為合適的該等其他條款及條件就本公司特定數目股份在指定時間內的認購期權。

有權支付佣金或經紀費用

15. 除任何股份認購申請的條款及條件另有規定外，董事須於任何有關申請截止日期後十(10)個交易日內（或任何證券交易所批准的其他限期）配發所申購的股份。董事可於配發任何股份後但於任何人士在登記冊內列為持有人或（視乎情況而定）股份以寄存人名義記入託管商登記冊之前任何時間，確認承配人以若干其他人士的利益而放棄有關股份，並可根據董事認為適宜施加的條款及條件給予股份承配人權利以行使放棄權。

董事可放棄分配

股票

16. (A) 本公司股本中股票或債權證（如有）的所有權證明書必須獲董事授權方可蓋章簽發。印章須按董事會不時指定的方式蓋印，並必須有至少一名董事及秘書或由董事可能授權的有關其他人士的印製簽名或親筆簽名，並須註明相關股份的數量和類別（無論股份已繳足或部分繳足）以及尚欠的款額（如有）。印製簽名可以機械、電子或本公司董事已首次批准規定印製前面方式或系統的其他方式。不得簽發代表超過一類股份的股票證明書。

股票

HKLR附錄3，第2(1)段

(B) 本細則及細則17至20的條文（只要適用）將不適用轉讓記賬證券。

聯名持有人

17. 在下列條文的規限下，兩人或兩人以上註冊為任何股份的持有人，應被視為該股份的聯名持有人，享有生者承繼權利： *HKLR附錄3，第1(3)段*

(A) 本公司並無責任將四(4)名以上人士登記為股份的登記持有人，惟身故股東的遺產執行人、受託人或管理人除外。

(B) 當股份在數名人士的名下聯名登記時，本公司並無責任發出多於一張股票，而向其中任何一名聯名登記持有人交付股票，即足以向所有持有人履行交付責任。

18. (A) 倘交付股票前已就每張股票支付董事按其絕對酌情權規定的所有或任何部分印花稅（如有），須於任何申購股份的截止日期後十(10)個交易日內（或獲證券交易所批准的其他期間），或於交回登記轉讓文據日期後十(10)個交易日內（或獲證券交易所批准的其他期間），向其名稱在登記冊內登記為股東而有權收取有關股票的各個人士配發證券及以其名義發行及配發股票。倘股東為寄存人，本公司就寄存人在以供股形式或其他優先發售或紅股發行形式發行新股份的總權利向託管商交付的暫定配發或股票，以已交付者為限，應解除本公司就寄存人的個別權利對各寄存人的任何進一步責任。 *股票所有權*

(B) 名稱於登記冊登記為股東的各人士將有權就所配發或轉讓的任何一類別的所有股份獲發一張股票或就一部分股份分別以合理數額區分的多張股票，待就每張股票支付2.00新元（或經考慮證券交易所可能指定的有關任何限額由董事不時釐定的較少金額）。 *HKLR附錄3，第1(1)段*

(C) 倘某股東僅轉讓一張股票所包含的部分股份，或倘某股東要求本公司註銷任何一張或多張股票並向其發出新股票，使該股東可以不同方式分開持有股份，則須註銷一張或多張舊股票，並就餘下股份發出一張或多張新股票以代替舊股票，而該股東須就每張新股票支付最高金額2新元，或董事不時經考慮證券交易所可能指定的任何限制而釐定的其他費用。 *分拆股票*

19. (A) 代表其名稱在登記冊內登記的任何人士所持有的任何一個類別股份的任何一張或多張股票，可在該人士要求下註銷並就有該等股份發出單一張股票以取代舊股票，而不收取費用。

合併股票

(B) 倘其名稱在登記冊內登記的任何人士交回代表其所持股份的股票以作註銷，並要求本公司發出兩張或以上代表其指定部分的股份的股票以代替舊股票，則董事如認為合適，可遵從有關要求。該人士須就取替已交回註銷的股票而發出的每張股票支付最高金額2新元，或董事不時經考慮證券交易所可能指定的任何限制而釐定的其他費用，除非該費用獲董事豁免。

交回註銷股票

HKLP附錄3，第1(1)段

(C) 倘屬以數名人士聯名登記的股份，僅可由其中任何一名登記聯名持有人提出任何上述要求。

經聯名持有人要求

20. 在法規的條文規限下，倘任何股票損壞、破損、毀壞、遺失或被竊，則可在出示董事可能要求的有關證據及由股東、承讓人、有權利人士、買方、證券交易所或成員機構或成員公司發出董事可能要求的彌償保證函件（如需要）後獲得替換，並且（如股票損壞或破損）在替換時須交回舊股票，而在任何情況下須支付董事不時規定而不超過2新元（或董事經考慮證券交易所可能指定的任何限制而釐定的其他費用）。倘屬股票毀壞、遺失或被竊，則股東或有權獲發新股票的人士亦須承擔有關損失，並向本公司支付本公司因調查有關毀壞或遺失的證據而涉及的一切開支。

發行替代股票

催繳股款

21. 董事可不時向股東催繳彼等所持股份未繳的任何股款，惟須經常受到該等股份發行條款的規限。催繳股款將被視為董事授權作催繳的決議案獲通過時已作出，而催繳股款可分期支付。

催繳股款

22. 每名股東須（如接獲指明繳款時間及地點的最少十四(14)日催繳通知）向本公司就此指定的時間及地點繳付就其股份催繳的特定金額。股份的聯名持有人須共同及個別負責支付所有有關催繳股款。董事可按其決定撤回或延遲催繳。

催繳通知

23. 倘就股份作出的催繳未有於指定日期之前或當日繳付，則結欠有關金額的人士須就該金額支付由指定付款日期起至實際付款日期止按董事決定的利率（不超過年利率十厘）計算的利息，但董事可就任何情況或個別情況酌情豁免支付全部或部分利息。概無股東將（除非董事另行釐定）有權收取任何股息或於任何股東大會上投票或以點票方式表決，直至彼將支付當時到期及就其所持（無論獨自或聯通任何其他人士）每股股份應付所有認購期權連同利息及開支（如有）。 *未繳款項利息*

24. 倘根據股份發行條款，任何催繳金額須於配發時或於任何指定日期支付，則就本章程而言，該等金額被視為已正式作出的催繳股款，須於根據發行條款應付的日期繳付。如未有付款，本章程內有關支付利息及開支、沒收或其他方面的支付條文將適用，猶如該等金額已正式作出催繳及通知而應予支付。 *作出催繳的時間及應予支付*

25. 董事可於發行股份時，在持有人之間作出有關支付催繳股款金額及付款時間的不同規定。 *有權作出不同規定*

26. 董事如認為合適，可從願意預付股款的股東收取其所持股份的未催繳及未支付的所有或任何部分金額，而該等在催繳前已預付的股款可按比例抵銷（到目前為止）有關股份的責任，而本公司可就所收到的股款（直至及按原先在並無收到預付款項的情況下的數額為限）支付按預付股款的股東與董事協定的利率所計算的利息。雖然可附帶利息，但就預付股款的股份支付的股本不賦予參與分享溢利的權利。 *預付股款*

沒收及留置權

27. 倘股東未有於付款到期日全數繳付任何催繳股款或分期股款，則董事其後可隨時向其送達通知，要求其繳付未繳付的催繳股款或分期股款，連同任何應計利息及本公司因未獲繳付款項而產生的任何開支。 *催繳通知*

28. 該通知須列明須在當日或之前支付通知所要求繳付款項的另一日期（自送達通知當日起計不得少於十四(14)日）及付款的地點，並須列明若未有遵從指示付款，則有關催繳的股份將予沒收。 *說明付款地點和時間的通知*

29. 倘任何上述通知的規定未獲遵從，則發出該通知有關的任何股票可於其後直至所有催繳款及有關應付利息及費用獲支付前的任何時間，由董事通過有關決議案予以沒收。該沒收應包括就被沒收股份所宣派而於沒收前未實際支付的所有股息。董事可接納交回根據本條文被沒收的任何股份。

沒收不合規股票的通知

30. 被沒收或交回的股份將成為本公司財產，可由本公司按董事認為合適的條款及方式，向沒收或交回之前為持有人或擁有股份權利的人士或任何其他人士出售、重新配發或以其他方式處置，而於出售、重新配發或以其他方式處置前的任何時間，如有需要，董事可授權若干人士將被沒收或交回的股份轉讓予上述任何其他人士或辦理有關轉讓。

出售沒收股份

30A. 盡管有前述的沒收，董事可以在被沒收的股份以其他方式被處置之前的任何時間，基於股份一切應付催繳款項和利息及就其招致的所有費用的支付條款，以及基於其認為合適的其他條款（如有）取消該沒收。

取消沒收

31. 被沒收或交回股份的股東不再為有關股份的股東。沒收或交回股份包括在沒收時同時取消股份附帶之所有權益以及因股份對本公司提出之全部申索及要求，以及被沒收股份之股東與本公司之間附帶於股份之所有其他權利及責任，惟本章程明確規定保留或法規給予或加諸於過往股東之權利及責任除外。即使股份被沒收或已交回，仍有責任向本公司支付於沒收或交回當日應就該等股份向本公司支付的所有款項，連同由沒收或交回日期起直至付款為止按年利率八厘（或董事決定的較低利率）計算的利息，而董事可全權酌情強制要求付款而不考慮沒收或交回當時股份的價值，或可豁免全部或部分付款。

股份被沒收股東的法規、權益及責任

32. 本公司對於各股東名下（不論單獨或與其他人士聯名）的每股股份（並非繳足股款股份）及已就於所有未繳催繳股款及分期股款到期的任何相關股份宣派或支付的股息及其利息與開支具有第一及首要留置權及可收費，惟該留置權應限於有關已到期而未繳付的特定股份的催繳股款及分期股款，以及本公司可依據法例要求就股東或身故股東的股份支付的所有款項。董事可豁免任何已出現的留置權，並可議決任何股份可於有限期間內獲豁免遵守本細則的全部或部分條文。

公司擁有留置權

HKLR附錄3，第1(2)段

33. 本公司可按董事認為合適的方式出售本公司擁有留置權的股份，但除非存在留置權相關的若干款額應即時支付，及已向當時的股份持有人或因其身故或破產而有權享有股份的人士發出列明及要求支付應即時支付的款項及表示有意在其不遵守指示情況下出售股份的通知後十四(14)日期限已屆滿，否則不得進行出售。

出售有留置權的股份

34. 出售股份所得款項淨額，不論股份被本公司沒收或本公司擁有留置權，經償付未繳股款及應計利息和該次出售的開支後的餘額，將向出售當時擁有股份權利的人士或向其遺產執行人、管理人或承讓人支付，並按有關人士的指示支付。為使任何有關出售得以實行，董事可授權若干人士向買家轉讓或辦理轉讓已售出的股份。

出售所有款項的使用

35. 以書面列明宣誓人為本公司董事或秘書，並列明股份於聲明所述日期已正式被沒收或交回或出售或處置以滿足本公司留置權的一份法定聲明，將屬所述事實的不可推翻憑證，對此聲稱擁有股份權利的人士不得有異議。該聲明及本公司收到有關出售、重新配發及處置股份的代價（如有）以及（如有所要求）已向買家（或如買家為寄存人，則向託管商或其代名人（視乎情況而定））交付股票，已構成股份的正式所有權憑證，而股份須以獲出售、重新配發或處置股份的人士的名義登記，或如有關人士為寄存人，則本公司須促使其名稱就有關出售、重新配發或處置的股份列入託管商登記冊。該人士並無責任理會購股款項（如有）的應用，而其對股份的所有權亦不會因有關股份沒收、交回、出售、重新配發或處置的程序的不當或無效性而受到影響。

已交回股份的待沒收所有權

35A. 本章程有關沒收的條文將適用於按股份發行條款在固定時間成為應付而未付任何款項的情況，猶如該等款項因妥為作出及通知催繳應付。

於固定時間到期未繳則應予沒收

35B. 股東在支付就其持有的每股股份（不論是單獨持有還是與任何其他人士共同持有）當時到期須支付的一切催繳款項連同利息和費用（如有）之前，一概無權收取任何股息或行使任何股東特權。

付清全部催繳款項後方可享有股息及特權

35C. 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。

待向本公司送交的股票

股份轉讓

轉讓表格及簽署

36. 股份的法定所有權的所有轉讓，可透過登記持有人以任何證券交易所當時批准的書面形式，或（當該批準形式無法獲得時）以董事及／或託管商接納的任何其他形式辦理。任何股份的轉讓文據須由轉讓人及承讓人雙方或由彼等的代表在見證下簽署，惟轉讓人或承讓人為託管商或結算所的轉讓文據，即使並非由託管商或結算所或在見證下或由彼等的代表簽署仍屬有效，或倘轉讓人或承讓為結算所或其代名人，則其轉讓文據以手寫或機印簽署或以董事不時批准的其他簽立方式簽署仍屬有效。轉讓人仍為有關股份的持有人，直至承讓人的名稱在有關登記冊登記為止。

錄入名稱到託管商登記冊或股東登記冊

36A. 轉讓人（不包括託管商或其代名人（視乎情況而定））將仍未股份持有人及有關股東，直至受讓人名稱（無論為寄存人或其他，但不包括託管商或其代名人（視乎情況而定））在本公司存置的託管商登記冊（就記賬證券而言）或登記冊（較早者）妥為登記，因此所述受讓人將稱為一名股東及（根據本章程及法規）享有股東的所有權利及優先權。

殘障人士

36B. 在任何情況下，任何股份不得轉讓給未成年人、破產人或精神紊亂及無法自理或管理其事務的人。

暫停轉讓登記及登記冊

HKLR附錄3，第1(1)段

37. (A) 登記冊可於董事不時決定的時間及期間暫停登記及轉讓登記可被暫停，惟於任何一年內暫停登記的時間不得多於三十天，而本公司可事先向任何證券交易所發出有關需要暫停登記的通知，列明暫停登記的期間及暫停登記的目的。

(B) 本公司須保存一份或多份登記冊，並須於當中登錄各股東以下各方面的詳情：

(i) 每名股東的名稱和地址，持有股份的數量和類別、未繳足股款的股份及已經繳付或同意視作已就該等股份繳付的股款；

(ii) 任何股份轉讓生效的日期；

(iii) 每名人士登記在登記冊內的日期；及

(iv) 任何人停止擔任股東的日期。

(C) 本公司可存置一份海外或當地或居於任何地方之其他股東之登記分冊，且董事會於決定存置任何有關登記冊及維持其存置登記冊所在之註冊辦事處時，可訂立或修訂有關細則。

(D) 登記冊及登記分冊（視乎情況而定）須於每個營業日內的最少兩小時免費供股東查閱；或在辦事處或按照法規存置的名冊所在有關其他地點，供已繳交最高費用新加坡幣1.00元（或根據董事會釐定的現行匯率計算的港元等值金額）或董事會規定的有關較小數額的任何人士查閱。於指定報章或任何證券交易所規定的任何其他報章以廣告方式發出通知後，或以證券交易所接受的電子方式作出通知後，登記冊（包括任何海外或地方或其他股東登記分冊）可在董事會指定的期間全面或就任何類別份暫停登記，暫停期間每年合共不得超過三十日。

(E) 盡管本章程有任何其他規定，惟在法規的規限下，本公司或董事可釐定任何日期為記錄日期，作為：

(i) 釐定股東有權收取任何股息、分派、配發或發行的記錄日期；

(ii) 釐定有權收取任何股東大會通告及於會上表決的股東資格的記錄日期。

董事有權拒絕登記

HKLR附錄3，第1(2)段

38. (A) 繳足股款股份的轉讓並無限制（除非法規、規定或監管任何證券交易所的細則另行規定），而相關繳足股款股份亦不得擁有任何留置權。但董事可酌情拒絕登記本公司擁有留置權股份的任何轉讓，而在股份並未繳足股款的情況下，可拒絕登記承讓人為董事不批准人士的股份轉讓（除非該拒絕轉讓抵觸了證券交易所的上市規則），惟倘董事拒絕登記股份轉讓，則其必須於作出股份轉讓申請之日後一個月（或董事經考慮證券交易所可能不時指定的任何限制後可能釐定的有關期限）內向申請人發出書面通知，按法規及證券交易所上市規則的要求說明作出拒絕所考慮的事實。

轉讓登記的條款

(B) 董事可全權酌情拒絕登記任何股份轉讓文據，除非：

(a) 不超過董事根據細則第41條可能不時規定的2.00新元(或董事依據證券交易所可能不時指定的任何限制所釐定的有關其他費用)的相關費用已就股份轉讓支付予本公司，惟託管商並無責任就轉讓登記支付任何費用；

HKLR附錄3，第1(1)段

(b) 轉讓文據(已根據當時生效的關於印花稅的任何法律正式加蓋印花)已存放於辦事處或董事可能指定的有關其他地點(如有)，連同繳付印花稅證書(如根據當時有效的關於印花稅的任何法律須就該等轉讓文據繳付印花稅)、與轉讓有關的股票、董事會可合理規定顯示轉讓人作出轉讓之權利之有關其他證據，以及(倘轉讓文據乃由部分其他人士代其簽立)該名人士如此行事的權利；

(c) 轉讓文據僅涉及一個類別股份；及

(d) 已根據當時生效的有關印花稅的任何法律就每份可收費轉讓文據交付適當金額的印花稅(如有)。

拒絕轉讓的通知

39. 倘董事拒絕登記任何股份轉讓，須按法規及(如適用)證券交易所上市規則的規定，於轉讓文據交至本公司當日後一個月內向轉讓人及承讓人發出拒絕登記的通知。

保留轉讓

40. 所有已登記的轉讓文據可由本公司保留，惟董事拒絕登記的任何轉讓文據應退回給保存相同文據的人士(欺詐情況作外)。

轉讓登記費用

41. 須就任何轉讓文據、遺囑認證、遺產管理函件、婚姻或死亡證、終止通知、授權書或其他有關或影響任何股份的所有權的文件的登記，或就在登記冊辦理其他登記以使任何股份的所有權生效，向本公司支付董事不時規定或指定的金額2.00新元。

42. 根據法規的規定，本公司有權於有關登記日期起計六(6)年期間屆滿後任何時間銷毀所有已作登記的轉讓文據，以及於有關記錄日期起計六(6)年期間屆滿後任何時間銷毀所有股息授權書及更改地址的通知，亦可於註銷股份起計六(6)年期間屆滿後任何時間銷毀所有已註銷的股票，而應以利益歸於本公司而假定，在登記冊內作出而表示乃基於已銷毀的轉讓文據或其他文件作出的每一項記錄均屬正式及適當作出，而每份已銷毀的轉讓文據均為經過正式和有效登記的有效及具效力的文據，而每張股票均已正式和適當註銷，而上述每份已銷毀的其他文件均為符合本公司簿冊或記錄所載細節的有效及具效力文件；惟： *銷毀轉讓文據*

(a) 上述條文僅適用於以忠誠態度且並不知悉可能與文件相關的任何索償（不論關於哪方）之情況下銷毀文件；

(b) 本細則所載條文不應理解為因任何文件在早於上述時間銷毀而對本公司施加任何責任，或在如無本細則便不應對本公司施加的任何其他情況下對本公司施加任何責任；及

(c) 凡提述銷毀任何文件時，包括以任何方式處置有關文件。

42A. 除另有規定外，根據法規及證券交易所的任何適用規則，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），否則登記冊的股份不得轉讓至任何登記分冊，而任何登記分冊的股份亦不得轉讓至登記冊或任何其他登記分冊。所有轉讓文件及其他所有權文件，須送呈至有關過戶登記處作登記；而與登記冊的任何股份有關的所有轉讓文件及其他所有權文件，則須送呈至辦事處或按照法規存置登記冊的其他地點作登記。 *轉讓股份到登記分處等*

股份傳轉

43. (A) 倘其名稱在登記冊內登記的股東身故，則仍存在的股東（如身故者為聯名持有人）及身故者的遺產執行人或管理人（如該人士為唯一或仍存在的持有人）將為獲本公司確認為擁有股份權益的所有權的唯一人士。 *身故股東的遺產執行人或法定代表人*

(B) 倘身為寄存人的股東身故，則仍存在的股東（如身故者為聯名持有人）及身故者的遺產執行人或管理人（如該人士為唯一或仍存在的持有人，而且該產執行人或管理人已就身故股東的任何股份在託管商登記冊內登記）將為獲本公司確認為擁有股份權益的所有權的唯一人士。

身故寄存人的遺產執行人或法定代表人

(C) 本細則並無條文可解除身故持有人（不論屬唯一或聯名持有人）應就所持有任何股份承擔的任何責任。

身故持有人的責任

44. 因其名稱在登記冊內登記的人士身故或破產而享有股份的法定所有權的任何人士，可（在下文規定的規限下）向本公司出示董事可合理要求顯示其對股份的法定所有權的證據後，向本公司作出書面通知以其名義登記為股份持有人，或向若干其他人士轉讓有關股份。本章程內有關轉讓股份權利及股份轉讓登記的局限、限制及條文將適用於上述任何通知或轉讓，猶如其名稱在登記冊內登記的人士身故或破產的情況並未發生，而由該人士簽立該通知或轉讓文據一樣。

股份轉讓

45. 除非本章程另有規定或遵守本章程的條文，否則根據細則第43(A)或(B)條或細則第44條享有股份權利的人士（在向本公司提供董事可合理要求以顯示的對股份所有權的證據時）將有權享有猶如彼為有關股份的股東而應享有的相同股息及其他利益，惟彼無權就有關股份（獲董事授權除外）在本公司大會上行使以股東身份賦予的任何權利，直至彼在登記冊內登記為股東或其名稱在託管商登記冊內就有關股份作登記為止。

股份轉讓的個人權益

股額

46. 本公司可不時通過普通決議案將任何已繳股款股份兑換為股額，亦可不時通過同類決議案將任何股額再兑換為已繳股款股份。

股份兑換為股額及換回

47. 根據法規的規定，股額持有人可按相同方式轉讓股額或其中任何部分，並受到在兑換為股額前的股份所應受到的相同細則的規限（或在情況容許下以最接近方式受規限），但除非按董事不時決定的單位進行轉讓，否則不得轉讓股額。

股額轉讓

48. 股額持有人按照彼等所持有的股額單位數目，應具有在股息、退回股本、投票及其他方面的相同權利、特權及利益，獲如彼等持有從中產生股額的股份，惟如以股份形式存在則不會賦予該等特權或利益的有關數目的股額，並不會賦予該等特權或利益（有關參與本公司溢利或資產者除外）；而該等兑換概不會影響或損害所兑換股份所附有的任何優先或其他特別權利。

股額持有人的權益

股東大會

49. 在法規的規限下，須於每年舉行一次股東週年大會，而舉行的時間（不超過於上一次股東週年大會舉行後十五(15)個月內）及地點由董事釐定（須遵守證券單據的上市規則）。倘證券交易所的上市規則要求，所有股東大會應在新加坡舉行，除非本公司註冊成立的司法管轄區的有關法律禁止，或除非證券交易所豁免此項規定。所有其他股東大會均為股東特別大會。本公司的財政年度年結日與本公司股東週年大會舉行日期相隔的時間不得超過四個月或法例、法規或公司細則或本公司股份上市所在的證券交易所上市規則指定的期間。

股東週年大會及股東特別大會，HKJPS第36及39段

50. 董事可於其認為合適時召開股東特別大會，並須應要求或並無應要求可召開股東特別大會，包括持有本公司多數股權的股東，其持股不超過要求日期附帶權利於股東大會投票的繳足股份總數的10.0%。該等股東（持有本公司多數股權的股東，不超過要求日期附帶權利於股東大會投票的繳足股份總數的10.0%）亦可於股東大會會議議程增添決議案。倘任何時候並無足夠董事可構成董事會會議的法定人數，則任何董事可盡快可能以相同方式召開股東特別大會，因該會議可由董事召開。

召開股東特別大會

HKJPS第39段

會議通知

HKJPS第37段

51. 根據法規及交易所上市規則，任何股東週年大會將在股東週年大會前通過不少於二十一(21)個整日或二十(20)個整日（以較長者為準）書面通知召開。任何建議通過特別決議案或向本公司發出決議案特別通知的股東特別大會將通過發出不少於二十一(21)個整市場日或十(10)個整市場日（以較長者為準）書面通知召開。所有其他股東特別大會通過不少於至少十四(14)個整日或十個整市場日（以較長者為準）書面通知召開。在各情況下的通知期不包括送達或被視為送達的日子以及股東大會將予舉行的日子，並須按下文所述方式向所有股東（不包括根據本章程的條文無權向本公司收取該等通告的股東）發出，惟如獲以下人士同意盡管是以短於上文規定的通知期召開股東大會，應被視為已正式召開：

(a) 如屬股東週年大會，獲所有有權出席大會及在會上投票的股東；及

(b) 如屬股東特別大會，獲有權出席大會及在會上投票的大多數股東同意，而大多數指持有不少於有權在該大會上投票的所有股東總投票權的95%的股東，

惟遺漏向任何人士發出通告或任何人士收不到通告，均不會使任何股東大會的議事程序無效。

通知內容及刊登

HKLR附錄3，第7(1)段

52. (A) 所有書面通知均須註明舉行會議的地點、日期和時間，倘有特別業務，必須向全體股東和證券交易所送交列明該特別業務的一般性書面通知連同該特別業務的建議決議案聲明，惟根據本章程無權接收本公司發出該類通知的人士除外。每份通知必須：(a)在新加坡舉行者須在至少一份在新加坡發行的英文日報刊登，及(b)在香港舉行者須在至少一份在香港發行的英文日報及一份中文日報刊登，並須在相關會議舉行之前刊登新交所或香港聯交所規定的天數。倘新交所或香港聯交所的規定發生衝突，則採用兩者之中最長的指定通知期。倘任何會議延期十四天或以上，必須以相同的方式發出至少七天書面通知以知會延會的舉行地點和時間。惟一定要符合的是，倘會議延期三十天或以上，必須按召開原會議的方式發出延會通知。只要決議案對任何董事的利益影響有別於對其他股東的利益影響，通知必須披露該董事在決議案處理的事項的任何重大利益。

(B) 如屬股東週年大會，該通告須列明該大會為股東週年大會。 *股東週年大會通告*

(C) 如召開在會上處理例行公項以外事項的任何股東大會，該通告須列明有關事項的性質，而倘若將在會上提呈任何決議案作為特別決議案，須在通告上載列上述事項的聲明。 *列明特別事項的通知*

53. 例行事項指在下列類別股東週年大會上處理的事項，亦僅包括該等事項，即：

(a) 宣派股息；

(b) 省覽及通過財務報表、董事聲明及核數師報告，以及須要在財務報表隨附或附加的其他文件；

(c) 委任或重新委任董事，以填補因董事輪值或其他原因而在大會上出現的空缺；

(d) 委任或重新委任退任核數師（除非彼等上一次是由本公司透過股東大會以外的方式委任則作別論）；

(e) 釐定核數師酬金，或決定將予釐定該酬金的方式；及

(f) 釐定董事袍金。

54. 召開在會上審議特別事項的股東大會的通告，須附上有關任何擬就該等別事項提呈決議案對本公司的影響的聲明。 *特別事項生效的聲明*

股東大會議事程序

55. 董事會主席（如未出席則由副主席）應擔任股東大會的主席。倘並無上述主席或副主席，或於股東大會指定舉行時間後十五分鐘內上述主席或副主席未有現身或不願擔任大會主席，則出席的董事須推選其中一人（或如無董事出席或所有出席的董事均拒絕擔任大會主席，則出席的股東須推選其中一人）擔任股東大會主席。 *股東大會的主席*

56. 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，否則不得在股東大會上處理事務。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名股東。就本章程而言，「股東」包括委任代表或代理人或代表法團的股東出席人士，惟(i)就為確定法定人數而言，代表多於一名股東的受委代表僅計算為一名股東；及(ii)就為確定法定人數而言，如股東由多於一名受委代表代表，則該受委代表僅可計算為一名股東。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名股東。作為股東的法團或有限責任合夥企業，如根據細則第76條的條文代表，須當作親身出席。 *法定人數*

57. 倘於股東大會指定舉行時間後三十(30)分鐘內（或股東大會主席認為適當而容許的較長時間）未有法定人數出席，股東大會（如在股東要求下召開）須隨即解散。在任何其他情況下，該大會須延後至下週同一日（或如該日為公眾假期，則延後至該公眾假期的下一個營業日）於相同時間及地點舉行，或延後至董事可發出不少於十(10)日通知而指定的其他日期、時間或地點舉行。在續會上，親身或以受委代表出席的任何一名或多名股東將構成法定人數。 *未有法定人數出席則解散*

58. 在具有法定人數出席的任何股東大會的主席，如獲股東大會同意（及在股東大會指示下必須），可不時延後（或無限期押後）股東大會及改變舉行股東大會的地點，惟除應已合法在原先的股東大會上處理的事項外，不得在續會上處理任何其他事項。當股東大會無限期押後時，續會的時間及地點將由董事釐定。當股東大會延後超過三十天或更長時間或無限期押後，須如原先股東大會一樣按相同方式就該續會發出不少於七日通知。 *續會的事項*

59. 除前述條文明確規定外，毋須就股東大會續會或在續會上處理的事項發出任何通告。 *規定發出續會通知*

60. 倘建議對任何正在審議的決議案作出修訂，但被股東大會主席以忠誠態度否決，該實質決議案的議事程序不得因該裁決的任何錯誤而無效。倘決議案獲正式提呈為特別決議案，在任何情況下均不會考慮對此作出的修訂（純粹作出文書修訂以改正明顯錯誤除外）或就此進行投票。 *決議案修訂*

61. (A) 於任何股東大會上，所有在大會上進行表決的決議案必須以投票方式表決，惟證券交易所上市規則另行規定者除外。 *強制投票*

(B) 根據細則第61(A)條，於任何股東大會上，倘許可舉手表決決議案，通過下列各項可要求點票表決： *不要求強制投票的表決方法。*

(a) 會議主席；或

(b) 不少於親身或委任代表及有權於會上投票的兩名股東；或

(c) 親身或委任代表及代表不少於有權於會上投票全體股東總投票權5%的出席股東；或

(d) 親身或委任代表及持有賦予權利於大會投票的股份（即已繳足等於不少於賦予該權利所有股份繳足總額5%的總額款項股份）出席股東。

62. (A) 根據法規及本章程細則第61條，點票要求經股東大會主席主席批准方可撤銷。若毋須投票表決，大會主席宣佈通過或一致通過或以特定大多數通過或不通過並且載入會議記錄的決議案，即為有關事實的最終憑證而毋須證明贊成或反對該決議案的票數或比例。 *投票表決*

(B) 若要求投票表決，則（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，而投票結果須視為須進行投票表決的股東大會上的決議案。倘證券交易所上市規則規定必須披露結果，則本公司須披露投票中所投的票數。

62A. 每次股東大會必須委任至少一名監票人。獲委任的監票人（一名或多名）必須為獨立於執行投票程序的人士。倘若獲委任的監票人與在股東大會中通過的決議案（一項或多項）有利益關係，必須避免出任該決議案（一項或多項）的監票人。獲委任的監票人須履行以下職責： *委任監票人*

(a) 確保在股東大會舉行之前已預備好妥善的表決程序；及

(b) 指示及監督數算股東透過委任代表及親自投的票。

63. 根據法規（包括但不限於證券交易所上市規則），倘贊成和反對的投票相等，股東大會主席有權在其作為股東或某股東的委任代表有權所投的一票以外另外投第二票或決定票。 *主席投票*

64. 倘計入任何不應計入或可能已遭拒絕的投票，除非在同一股東大會或股東大會延會中指出此失誤，否則該項失誤不得導致表決結果無效，並除非股東大會主席認為錯誤程度嚴重，否則不會導致表決結果無效。 *要求投票後事項的進行*

股東的投票

65. (A) 在不損害當時組成本公司股本一部分的任何特別類別股份當時所附有的有關投票權的任何特別權利或限制的情況下，每名有權投票的股東均可親身或由受委代表或律師及（倘為法團）代表人投票。每名親身出席的股東或股東的代表應。 *投票權*

HKJPS第38段

(a) 舉手表決，就其為股東或代表（不包括庫存股份）的每股股份具有一票投票權及於應付本公司的所有催繳或其他款項已支付，惟：

(i) 若股東非相關中介或結算所（或其代名人）及屬兩名委任代表所代表，僅兩名委任代表其中一名由該股東決定或未能作出該決定，大會主席（或由其全權酌情授權人士）將有權舉手表決；及

(ii) 就為相關中介或結算所（或其代名人）以及由兩名或以上委任代表所代表的股東而言，各委任代表將有權舉手表決，及

(b) 點票表決，其持有及代表（包括庫存股份）的每股股份具有一票投票權及於應付本公司的所有催繳或其他款項已支付。

(B) 就釐定為寄存人或其委任代表、代理人或代表可於任何股東大會點票表決的股東票數而言，提述所持或代表的股份（就該寄存人股份而言）將為按託管商向本公司核證，於相關股東大會時間前72小時寄存託管商登記冊所示名稱相對應的股份數目，若寄存人將其於有關股東大會時間前72小時託管商登記冊所示結餘向兩名委任代表分攤，則將在兩名委任代表分攤的所述股份數目以寄存人委任該等委任代表列明的相同比例分攤；及委任寄存人委任代表的文據概不得因為記入該寄存人託管商登記冊於相關股東大會舉行之時在委任文件列明的股份數目與所示名稱相對應的真實結餘狀況有任何出入而導致無效（假如該文據是以上述方式處理）。

(C) 在以投票方式進行表決時，具有多於一票表決權的股東不必用盡其表決權，亦不必將其票數投於同一選擇。

(D) 惟將破產或無力償債或（為公司）進行自願或強制清盤（就重組或向任何其他公司出售除外）的任何股東將無（雖然破產或無力償債持續）權行使股東出席、於任何股東大會投票或行事的權利。

聯名持有人的投票權

66. 就股份聯名持有人而言，排名較前持有人親身或委任代表的表決，將被接納為唯一表決，其他聯名持有人的表決將被拒絕，而就此而言，排名次序應由登記冊的排名次序釐定，或（視乎情況而定）有關股份於託管商登記冊的排名次序。

接管人投票

67. 倘於新加坡、香港或其他地方，獲聲稱在此方面擁有司法管轄權的任何法院基於任何股東精神失常為理由，而委任接管人或其他人士可就該股東的財產或事務行使權力，則董事可按其絕對酌情權，在出示董事可要求的有關委任的證據下，容許該接管人或其他人士代表該股東親身或由受委代表出席任何股東大會，或行使股東身份所賦予有關本公司股東大會的任何其他權利。

股東有權投票

68. 倘有關股份當時應付予本公司的任何催繳或其他金額仍未支付，則除非董事另外決定，否則有關股東概無權就所持有的該等股份親身或由受委代表出席股東大會，或行使股東身份所賦予有關本公司會議的任何其他權利。

69. (A) 不得就任何投票的接納資格提出反對，惟在大會或續會上即時對所作的投票提出反對則除外，而在該大會上不允許的投票就所有目的而言均屬無效。任何有關反對須交由大會主席決定，而其決定為最終及不可推翻。 *何時可能提出反對接納*

(B) 倘計入了任何不應計入或可能已遭拒絕的票，除非在同一股東大會或其任何續會中指出此失誤，否則該項失誤不得導致表決結果無效，並除非主席在會議或任何續會上（視乎情況而定）認為錯誤程度嚴重導致表決結果無效。

69A. 盡管細則第69條有所規定，若本公司已獲悉任何股東根據證券交易所規則須就本公司任何特定決議案放棄投票或僅為或僅針對本公司任何特定決議案限制投票，則由或代表該股東違反該規定或限制的任何投票將不計算在內。 *計票*

HKLR附錄3，第14段

69B. 在不違反本章程的條文及證券交易所上市規則規定下，每名股東可以親自或由委任代表或代理人（如屬法團則由代表）就已繳足的股份以及部分已繳而未到期催繳且未支付股份出席任何股東大會、在會上發言及投票，並且被計入大會的法定人數，惟該等股東根據證券交易所上市規則須放棄投票除外。倘某股東委任超過一(1)名委任代表，則在釐定法定人數時只會計入一(1)名委任代表。 *HKJPS第38段*

HKJPS第38段

70. 在投票表決時，投票可親身或由受委代表作出，而有權投多於一票的人士毋須使用其所有投票權，或以相同方式盡投其票。 *投票表決*

71. (A) 除法規另有規定外： *委任代表*

(a) 並非相關中介或結算所（或其代名人）的股東可委任兩名以上委任代表出席相同股東大會、於會上發言及投票。若該等股東的代表委任表格委任超過一名委任代表，由各委任代表將代表的有關股權比例將於代表委任表格列明；及

(b) 為相關中介或結算所（或其代名人）的股東可委任兩名以上委任代表出席相同股東大會、於會上發言及投票，但各委任代表須獲委任以行使該股東所持不同股份所附帶權利。若股東的代表委任表格委任超過兩名委任代表，有關已獲委任各委任代表的股份數目或類別股份將於代表委任表格列明。

(B) 倘股東為寄存人，則本公司有權及有責任：

(a) 如按託管商向本公司所證實於有關股東大會時間前72小時，託管商登記冊上並無顯示寄存人有任何股份以其名義登記，則可拒絕獲交回的任何代表委任文據；及

(b) 接納由寄存人委任的一名或多名受委代表在按股數投票時合共可投的總票據，相等於託管商向本公司所證實於有關股東大會時前72小時寄存人的名稱在託管商登記冊登記的相關股份的數目，而不論該數目是否高於或低於代表該寄存人簽立的任何代表委任文據列明的數目。

(C) 本公司有權及有責任，在釐定有關投票的權利及有關獲交回的已填妥的代表委任文據的其他事項時，考慮在代表委任文據上作出的指示（如有）及所載的附註（如有）。

(D) 在透過代表委任表格委任多於一名受委代表的情況下，每名受委代表所代表的相關持股比例須在代表委任表格中列明。若並無列明比例，則本公司將有權將名列首位委任代表視為在託管商登記冊所示名稱對應登記的全部股份數目及任何名列第二委任代表作為替代名列第一或按本公司觀點視作委任代表文據無效。

(E) 一名委任代表毋須為股東。

簽署代表委任表格

72. (A) 任何委任文據須以通用形式或董事批准的任何其他形式以書面作出，(惟此規定不得妨礙同時使用兩種形式) 且董事會可酌情將適用代表委任文據連同任何股東大會通告一併寄出。此外，有關文據：

(i) 若為個人，須：

(a) 經委託人或其正式書面授權的代理人親筆簽署（若親自送交或以郵寄方式送達文據）；或

(b) 經該名個人以董事可能批准的方法及方式授權（若文據是以電子通訊方式送達）；及

HKLR附錄3第11(1)段

(ii) 若為法團，須：

(a) 根據其章程文件以印章簽立，或經其代理人或其正式授權的高級職員親筆簽署，或按有關法律以適當方式簽立（若親自送交或以郵寄方式送達文據）；或 *HKLR附錄3第11(2)段*

(b) 經法團以董事可能批准的方法及方式授權（若文據是以電子通訊方式送達）

(B) 在該文據上的簽署或授權毋須見證。倘委任代表文據由代理人代表委任人簽署或授權，則授權函件或授權書或其正式確認的副本必須（如之前未有在本公司登記）根據細則第73條連同代表委任文據交回，如未有遵守規定交回，該文據將被視作無效。 *見證及授權*

(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任何股東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及受細則第72(A)(ii)條規限之有關人士所代表之股份數目及類別。每名根據本細則第72(C)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，有關人士有權代表該結算所行使其（或其代名人的）同等權利及權力（猶如其為持有本公司股份且為註冊股東的結算所（或其代名人））。 *由代表人充當結算所*

HKJPS第40及41段

(D) 董事可全權酌情： *董事可就電子通訊批準方法和指定程序*

(a) 批准委任授權委任代表文據的方法及方式；及

(b) 委任受委代表認證文據指定程序，

擬於細則第72(A)(i)(b)及72(A)(ii)(b)條按彼等可能釐定該等股東或類別股東申請。若董事並無如此批准及指定有關股東（無論為類別或其他），則將適用細則第72(A)(i)(a)條及／或細則第72(A)(ii)(a)條（視乎情況而定）。

73. (A) 委任受委代表或代理權獲其他授權（如有）文據： *存放代表委任表格*

(i) 若親身或郵寄發出，須送達召開股東大會通告所列明辦事處或註冊辦事處或有關其他地址（如有）；或

(ii) 若通過電子通訊提交，須通過召開大會的通告內或以附註方式或在召開大會的通告隨附的任何文件就此目的所指定的方法接收，

及在各情況下不遲於適用股東大會或股東大會續會（或就點票而言，進行點票指定時間前）指定舉行時間前72小時及未按規定交回將不會視為有效。

(B) 董事可全權酌情及就該等股東或類別股東按彼等可能釐定明確通過委任受委代表文據方式可能以電子通訊提交（擬按細則第73(A)(ii)條）。若董事並無如此明確有關股東（無論為類別或其他），細則第73(A)(i)條將適用。 *董事可指定電子通訊的方式*

(C) 除非在文據上有相反的指示，否則該文據如同適用於相關大會一樣，亦適用於該大會的續會，惟倘已就多於一個大會（包括其任何續會）一次交回委任代表文據，則毋須就其後相關的任何大會再次交回委任代表文據。

74. 代表委任文據被視為已包括有關權利，可要求或參與投票表決、動議任何決議案或作出有關修訂，並可在大會上發言。 *代表委任文據的權利*

75. 受委代表所作出的投票並不會因之前當事人身故或精神紊亂或撤回受委代表的委任或撤回委任的權力而被當作無效，惟前提是本公司於大會或續會開始前或（在並非於該大會或續會上或同一日進行按股數投票的情況下）進行按股數投票表決的指定舉行時間前最少一小時並無透過其辦事處或註冊辦事處（或可能指定為存放代表委任文據的相關其他地點）收到有關身故、精神紊亂或撤回的書面通知。 *身故或精神紊亂*

75A. 除本章程及法規另有規定外，董事會可全權酌情決定，在採取認為必要或權宜的保全措施的情況下，批准及執行可使未能親身在任何股東大會投票的股東選擇以缺席方式投票，包括但不限於以郵件、電郵或傳真投票。 *有權實施安全措施*

以代表行事的法團

76. 身為股東的任何法團可通過其董事或其他監管組織的決議案，授權其認為合適的人士作為其代表，以出席本公司任何大會或任何類別股東的會議。如此獲委任的人士將有權代表該法團行使該法團可行使的相同權力，猶如該人士為個別股東，而就本章程而言，倘該獲授權人士親身出席大會，則該法團將被視為已親身出席任何有關大會。

由代表人行事的法團

董事

77. 根據此後規定，所有董事須為自然人，人數將不少於兩(2)名或不超過十二(12)人。本公司可通過特別決議案不時修改董事最低人數及／或最高人數。

董事人數

78. 董事毋須持有本公司任何股份以作為擔任董事的資格。並非本公司股東的董事亦有權出席股東大會及在會上發言。

董事毋須持有股份資格

79. 董事的袍金應不時透過普通決議案釐定，而除非在股東大會上通過普通決議案批准增加，否則上述袍金不應增加，且建議增加袍金的通知須在召開股東大會的通告內作出，而上述袍金須(除非有關決議案另有規定)按董事協定的方式在董事之間分配，如無有關協定，則在董事之間忻均分配，惟對於在應付袍金相關的期間內僅擔任董事職位一段時間的董事而言，僅有權按其任職期的比例獲支付有關部分的袍金。

董事的袍金

80. (A) 擔任任何執行職位或擔任董事委員會成員或執行董事認為屬於董事一般職責範圍以外的職務的任何董事，可以薪金、佣金或以董事釐定的其他方式獲支付額外報酬，惟須遵守細則第80(B)條的規定。

正常職責之外的報酬

償付開支

(B) 除執行董事以外董事的酬金(包括根據上文細則第82(A)條獲支付的報酬)須以固定金額支付，而在任何時候均不得以佣金或按溢利或營業額的某百分比支付，而不論是否為執行董事，概不得以佣金或營業額的某百分比獲支付酬金。

81. 根據法規的規定，董事會可向任何董事償付其出席及往返董事會議或任何董事委員會會議或股東大會或處理本公司業務而產生的一切合理開支。

有權支付退休金及其他福利

82. 根據法規的規定，董事可代表本公司有權支付及同意向當時擔任任何執行職位的董事（或向任何有關人士）支付退休金或其他退休津貼、養老金、身故或傷殘福利，亦可就提供任何上述退任金或其他福利向任何計劃或基金作出供款或支付有關費用。

董事、行政總裁或董事總經理有權擔任有薪職位並與本公司簽約

83. (A) 董事、行政總裁或董事總經理（或擔任同等職位的人士）可參與訂立本公司為訂約方或本公司以任何方式涉及其中利益的任何合約或安排或交易，或以任何方式在該等合約或安排或交易中擁有利益，亦可在本公司或本公司以任何方式涉及利益的任何其他公司中擔任有酬勞的任何職務或職位及就此獲此報酬（本公司或其任何附屬公司的核數師職位除外），而彼（或其為股東的任何公司）可以專家身份為本公司或任何上述其他公司行事並就此獲取報酬，而在任何上述情況下（除非另外協定），彼不得向本公司索取根據上文所述應計或因此產生的所有溢利及利益，除非本公司以其他方式指示。

盡管上述，只要本公司股份於香港聯交所上市，除非香港聯交所另行規定，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隨其獲委任前十二(12)個月內任何時間以任何專業身份為本公司行事。

向董事貸款

(B) 盡管細則第83(A)條（倘本公司為香港註冊公司）經於採納本章程之日生效的《公司條例》(香港法例第622章）第505條批准，及除非獲有關法律批准，否則本公司不得直接或間接：

(i) 向董事或本公司任何控股公司的董事或彼等各自的聯繫人士（定義見證券交易所的規則（如適用））作出貸款；

(ii) 就任何人士向董事或有關董事作出貸款而訂立任何擔保；或

(iii) 如任何一名或多名董事持有（共同或個別或直接或間接）其他公司的控股權益，向其他公司作出貸款或就由任何人士向該其他公司作出貸款而訂立任何擔保。

只要本公司股份於香港聯交所上市，本細則第83(B)條將方生效。

(C) 各董事、行政總裁或董事總經理（或擔任同等職位的人士）將遵守法規或證券交易所規則有關披露董事及行政總裁或董事總經理（或擔任同等職位的人士）於與本公司的交易或擬進行交易或由董事或行政總裁或董事總經理（或擔任同等職位的人士）所擔任可能設立與其作為董事或行政總裁或董事總經理（或擔任同等職位的人士）（視乎情況而定）職責或權益衝突所擔任任何職位或所持財產中權益條文。

董事及行政總裁（或董事總經理）可申索權益（如有）

(D) 董事、行政總裁或董事總經理（或擔任同等職位的人士）將不會對董事會審批任何交易、合約或安排或任何其他建議（其或任何其緊密聯繫人於其中直接或間接擁有重大權益）的任何決議案投票（或計入法定人數），及倘彼進行此投票將不計入或將於會議出席法定人數計入，但概無該等禁止將適用：

董事限制投標

(i) 就由其借出款項或由其代表本公司利益承擔責任而向任何董事、行政總裁或董事總經理（或擔任同等職位的人士）給予任何擔保或彌償的任何安排；或

HKLR附錄3第4(1)段和附註1

(ii) 本公司向第三方就董事、行政總裁或董事總經理（或擔任同等職位的人士）自身根據提供保證的擔保或彌償承擔全部或部分責任而為本公司債權人責任提供任何擔保的任何安排；或

(iii) 涉及發售本公司或本公司發起或擁有權益的任何其他公司的股份或債權證或其他證券以供認購或購買的任何合約或安排或任何其他建議，而董事或其緊密聯繫人在發售建議的包銷或分包銷中以參與者身份擁有或將會擁有權益；

(E) 倘於任何董事會會議上就董事、行政總裁或董事總經理（或擔任同等職位的人士）權益的重要性或合約、安排或交易或擬訂合約、安排或交易的重要性或任何董事、行政總裁或董事總經理（或擔任同等職位的人士）享有的表決權或構成法定人數的資格產生任何問題，而該問題不能透過其自願同意放棄投票或不計入法定人數的方式解決，則該問題均交由大會主席（或如該問題涉及大會主席利益，則由其他與會董事）處理，而大會主席（或（如適用）其他董事）就任何其他董事（或（如適用）大會主席）的裁決將為最終及具決定性之裁決，除非並未就有關董事（或（如適用）大會主席）所知由該董事（或（如適用）大會主席）擁有的權益性質或範圍向董事會作出公平披露則作別論。在獲得多數獨立非執行董事批准後，方可聘請專業顧問，費用由本公司承擔，而無需獲得其他董事會成員的事先批准。 *放寬投票限制*

(F) 根據法規，倘董事知悉其以任何方式直接或間接在與本公司訂立或擬訂立之合約或安排中涉及利益，則須在首次考慮訂立有關合約或安排之董事會會議中申報利益性質（如當時已知悉存在有關利益），或在任何其他情況下於知悉有關利益後在首個董事會會議上申報。就本條例而言，董事向董事會發出載有下列內容之一般通知，即被視作已根據本細則就任何有關合約或安排充分申報利益，該通知須申明： *利益通知*

(a) 該董事為指定公司或商號之股東或高級人員，而將被視作在可能於該通知日期後與該公司或商號訂立之任何合約或安排中涉及利益；或

(b) 該董事將被視作在可能於該通知日期後與其關連人士訂立之任何合約或安排中涉及利益，惟須在董事會會議上呈交該通知，或該董事採取合理步驟確保該通知可在發出後下一個董事會會議上獲得提呈及閱讀，該通知方為有效。

84. (A) 董事會可不時按彼等(在法規的條文及證券交易所的規定的規限下)決定的條款及任期,委任其一名或以上成員擔任任何執行職位(包括(如認為適當)主席或副主席職位),並可在不損害於任可特定情況下訂立的任何合約的條款下,隨時撤回任何有關委任。

董事可擔任執行職位

(B) 在法規的條文及證券交易所的規定的規限下,倘有關董事不再為董事,則該董事擔任主席或副主席或行政總裁或董事總經理(或擔任同等職位的人士)的委任隨即終止,惟不會損害該董事與本公司之間的任何服務合約遭違反而作出的任何索償。

主席或副主席等的董事資格終止

(C) 在法規的條文及證券交易所的規定的規限下,倘有關董事因任可理由不再為董事,其擔任任何其他執行職位的委任不會自動終止,除非其據此擔任職務的合約或決議案另有明確規定除外,如在此情況下終止委任,不會損害該董事與本公司之間的任何服務合約遭違反而作出的任何索償。

執行董事的的董事資格終止

85. 董事會可按彼等認為合適的條款及條件,並附加彼等認為合適的有關限制,向擔任任何執行職位的任何董事交託及賦予彼等作為董事可行使的權力,並可附帶或排除彼等本身的權力而行使,而董事會可不時撤銷、撤回、改變或修改所有或任何有關權力。

執行董事的權利

行政總裁或董事總經理

86. 董事會可不時委任其一名或多名成員出席本公司行政總裁或或行政總裁或董事總經理(或擔任同等職位的人士),並可不時(在其或彼等與本公司之間的任何合約的條文規限下)罷免或解除其或彼等的職務及委任其他人士取代其或彼等的職務。倘按固定任期作出委任,則該任期不得超過五年。

委任行政總裁或董事總經理

87. 行政總裁及董事總經理將(受其與本公司的任何合約條文規限)受辭任及罷免本公司其他董事相同條文規限,倘彼等因任何原因不再擔任董事職務,彼將因各種原因及即不再為行政總裁或董事總經理。

行政總裁或董事總經理退任、罷免或辭職

88. 行政總裁或董事總經理的酬金須不時由董事會釐定，並可在本章程及法規的規限下，以薪金或佣金或參與利潤分享或上述任何或全部方式獲付酬金，但彼在任何情況下均不得按營業額的某百分比獲付酬金。

行政總裁或董事總經理的薪酬

89. 根據本章程及法規，行政總裁或董事總經理須不時受到董事會的監控，但在此規限下，董事會可不時向當時的行政總裁或董事總經理交託或賦予董事會認為董事由根據本章程行使的權力，而董事會可按其認為權宜的時間賦予該等權力，而該等權力可按董事會認為權宜的條款及條件行使並附加其認為權宜的限制，且該等權力可附帶或排除和取代董事的所有或任何權力而授出，並可不時撤銷、撤回、更改或修改所有或任何該等權力。

行政總裁或董事總經理的權力

董事委任及退任

90. 董事須在發生任何下列事件時離職：

董事職位何時空缺

(a) 倘因技術理據以外的理由，不合資格在任何司法權區內擔任董事（該董事須立即辭任董事職務）；

(b) 倘因法規或任何其他有關法律或任何命令禁止或不合資格擔任董事；

(c) 根據公司法條文，通過向本公司書面通知辭任職務；或

(d) 倘其破產或將與其債權人作出任何安排或妥協；或

(e) 倘其精神紊亂或無法自理，或（如在新加坡、香港或其他地方）聲稱具有此方面司法權力的任何法院基於其精神紊亂為理據（但為有系統的理據）作出法令，將其拘留或委任監護人或委任接管人或其他人士（不論其稱謂）以就其財務或事務行使權力；

(f) 倘其由本公司在股東大會上根據本章程罷免；或

(g) 倘其在六(6)個月以上缺席該期間舉行的董事大會而未獲董事會批準。

91. 每名董事須每三(3)年退任一次，而就此而言，在每屆股東週年大會上，當時三分一的董事（或如其數目不是三的倍數，則為最接近但不少於三分一的數目）須輪值退任。 *董事輪值退任*

92. 於每年退任的董事，除輪值退任的董事外，須為自上次重選或委任以來在任期間最長的董事，而就於同一日成為董事或重選的董事而言，退任者須（除非他們彼此之間另行協定）以投票決定，惟所有董事須至少每三(3)年退任一次。退任董事合資格重選連任。 *退任董事連任*

93. 於董事根據本章程的任何條文退任的大會上，本公司可通過普通決議案，透過重選退任董事或選舉若干其他合資格委任的人士，以填補有關空缺。如未有按上述條文行事，則退任董事將被視為已獲重選，惟出現任何以下情況除外： *填補空缺職位*

(a) 倘於有關會議上，明確議決不會填補有關職位空缺，或在會議上提呈有關重選董事的決議案但被否決；

(b) 倘根據公司法有關董事被取消擔任董事的資格，或向本公司發出書面通知表示其不願意重選連任；

(c) 倘未有遵例行事是由於動議決議案抵觸細則第94條；

(d) 若該董事根據法規或任何有關法律或任何命令不合資格或禁止擔任作為董事職務；或

(e) 若該董事因技術理據以外原因不合資格在任何司法權區擔任董事。

退任須於會議結束後才生效，惟倘通過決議案選舉若干其他人士取代退任董事或在會議上提呈重選其為董事的決議案但被否決則即時生效，因此獲重選或被視為重選的董事將繼續在任而不會間斷。 *退任何時生效*

94. 在任何股東大會上不得以單一項決議案動議委任兩名或以上人士為董事，除非將提出動議的決議案已首先獲大會同意且並無受到任何投票的反對則作別論，而任何所動議而抵觸本條文的決議案將屬無效。 *委任董事的決議案*

95. 除在大會上退任的董事外，除非獲董事會的推薦，否則任何人士均不合資格在任何股東大會上獲委任為董事，惟於大會指定舉行時間前不少於十一個整日及不多於四十二個整日（包括送達通知的日期）在本公司註冊辦事處送交由正式合資格出席其有意提名該人士出選並就此發出此通知的大會及在會上投票的若干股東（獲提名的人士除外）簽署的書面通知，以及由該獲提名人士簽署以表示其願意膺選的書面通知則作別論，惟倘某人士獲董事會推薦出選，須發出不少於十一(11)個整日（不包括該通知當日）的通知，並於進行選舉的大會指定舉行時間最少七日向股東送達有關該人士的通知。倘該通知不會同日提交作為寄發有關委任所委任會議的通知，則該通知寄存期間將於甲方有關委任所委任會議的通知後開始計不遲於該會議日期前七日。

委任董事的通知

HKLR附錄3第4(4)和4(5)段

96. 本公司可根據法規的條文及在其規限下，通過經已發出特別通知的普通決議案於任期終止前罷免任何董事（包括董事總經理或其他執行董事）的職務（盡管本章程或本公司與該董事之間的任何協議有任何規定，但不損害該董事因任何有關協議遭違反而可作出的任何索償），並可委任另一人士取替被罷免職務的董事。就釐定獲委任人士或任何其他董事須輪值退任的時間而言，任何獲委任的人士將被當作猶如於其獲委任後所取代的董事上一次獲選為董事的日期成為董事。如未有作出上述委任，則因罷免董事職務而產生的空缺將作為臨時空缺而被填補。

罷免董事

HKLR附錄3第4(3)段

97. 本公司可通過普通決議案委任任何人士為董事，以填補臨時空缺或作為新增的董事名額。在不影響上述條文情況下，董事會有權不時行使上述權力，但董事的總人數不得超過依據或按照本章程的任何條文釐定的最高數目（如有）。任何獲董事按上述方式委任的人士的任期僅至下屆股東週年大會為止，而屆時將合資格重選連任，但於釐定在有關大會上退任的董事人數時，該董事不會計算在內。

董事有權填補臨時空缺及委任新增董事

HKLR附錄3第4(2)段

替任董事

98. (A) 任何董事可隨時在辦事處遞交，或在董事會議上呈交親筆書面通知，委任任何獲其大多數董事批准的人士（另一董事除外）作為其替任董事，並可按同樣方式隨時終止該委任。除非之前已獲大多數董事批准，否則該委任只會在獲得批准時及在獲批准情況下生效。一名人士不得同時間擔任一名以上董事的替任董事。 *委任替任董事*

(B) 替任董事的委任須於發生任何事件而令致倘其為董事時應予離職時，或於有關董事（「其當事人」）不再擔任董事時終止。 *決定委任替任董事*

(C) 替任董事（除離開新加坡或香港（視乎情況而定）外）有權接收董事會議通告，並可在其當事人並無親身出席的情況下出席會議及投票，並在所有該等會議上以董事身份全面執行其當事人的所有職能，而就該會議的議事程序而言，本章程的條文將適用，獲如其本身（而非其當事人）為董事一樣。倘其當事人當時離開新加坡或香港（視乎情況而定）或暫時因健康欠佳或失去能力而未能行事，則該替任人在董事會的書面決議案上所作的簽署將一如其當事人般有效。對於董事會不時就任何董事委員會決定的有關條文所適用範圍而言，本段的前述條文在作出必要的修改後亦適用於其當事人為其中成員的任何委員會會議。就本章程而言，除上述條文外，替任董事無權以董事身份行事，亦不得被當作為董事。 *替任董事的權力*

(D) 替任董事有權依據作必要修改後的適用範圍的條文，訂立合約或安排或交易及在其中擁有或獲取利益，及獲償付開支及獲得補償，猶如彼為一名董事，但彼無權就其獲委任為替任董事而向本公司收取任何酬金，惟其當事人不時以書面向本公司指示將其原本應獲支付的部分酬金（如有）向其替任董事支付則除外。 *替任董事可與本公司簽約*

董事會會議及議事程序

董事會會議

99. (A) 在本章程及法規的條文(包括但不限於證券交易所的上市規則)規限下,董事可按其認為合適而聚會以處理事務、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。董事會會議之通告須於舉行大會前最少兩日向各董事以書面發出。通告期須不包括其送達或視為送達當日以及舉行大會當日。倘董事不在新加坡或香港(視乎情況而定)有關通告可透過電傳或電子郵件向該不在新加坡或香港的董事向秘書提供的電傳號或電子郵箱地址(視乎情況而定)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而就此目的而言,董事出席會議將被視為其作出之豁免。

通過電話或視像會議參加

(B) 根據法規及證券交易所的上市規則的規定,董事可以電話會議、視像會議、音頻會議或類似通訊設備(即所有參與會議人士可同時聽到對方發言的方式)的方式參加董事會議,而毋須親身出席會議,而根據本條文出席會議將構成親身出席有關會議。參與任何該等會議的董事應計入該等會議的法定人數,並在本組建文件規定的必要法定人數規限下,董事在上述會議上約定一致的所有決議案應被視為具正式召集及召開的董事親自出席的會議上所通過的決議案的效力。如上所述以電話會議、視像會議、音頻會議或類似通訊設備的方式舉行的會議被視為,在參與有關會議的大會主席指定或出席有關會議的董事約定一致之地點舉行;但至少應有一名出席相關會議的董事於會議期間身處該地。

法定人數
投票

100. 處理董事會事務所需的法定人數由董事不時釐定,而該數目應為兩名,除非董事定為其他數目則作別論。具有法定人數出席的董事會議有權行使當時董事可予行使的一切權力及酌情權。

董事不得就其擁有權益的交易投票

101. 在任何董事會議上提出的問題須投票決定。倘票數相同(僅有兩名董事出席及構成法定人數或僅有兩名董事有資格就有關問題投票的情況除外),會議主席有權投第二票或決定性一票。

HKLR 附錄3第4(1)段

102. 在不影響上述細則第83條的一般性的情況下,董事不得就其本身或其任何緊密連絡人直接或間接擁有任何個人重大利益的任何合約或建議合約或安排或任何其他形式的建議投票。在有關其不獲准投票的任何決議案的董事會議上,該董事不得計入法定人數內。

103. 如出現任何空缺，仍在任的董事仍可行事，但倘及只要董事人數減至低於依據或按照本章程的條文釐定的最低數目，則除緊急情況外，仍在任的一名或多名董事僅可就增加董事人數至該最低數目或就召開股東大會而行事，但不可就任何其他目的而行事。倘並無任何董事或並無董事能夠或願意行事，則任何兩名股東可就委任董事而召開股東大會。 *出現空缺時的程序*

104. (A) 董事會可從其成員中選出一名主席及一名副主席（或兩名或以上副主席），並決定每名人士的任期。倘並無委任主席或副主席，或倘於任何董事會議指定舉行時間後五分鐘內未有主席或副主席出席會議，則出席的董事可選出其中一人出任會議主席。 *主席及副主席*

(B) 倘於任何時間有超過一名副主席，則在主席缺席的情況下，主持董事會或本公司會議的權利將以出席會議的副主席（如有多於一人）之間委任期最長者或以董事決議的其他方式決定。 *主席空缺*

105. 由當時大多數且不低於法定人數的董事或彼等的替任人簽署的書面決議案，將如同在正式召開及舉行的董事會議上正式通過一樣有效。任何有關決議案可包括數份類似形式的文件，每份須由一名或以上董事簽署。「書面」及「簽署」此等字詞的涵義包括以電傳、電報、越洋電報、無線或傳真傳送或以董事會就此不時批准的任何形式電子通訊作出批准，如有必要，亦包括使用董事會所批准的保安及／或認證程序及設備。 *書面決議案*

106. 在法規（包括但不限於證券交易所的上市規則）的規限下，董事可將其權力或酌情權轉授予由彼等一名或多名成員及（如認為合適）按下文所規定選出的一名或多名成員組成的委員會。任何以此方式組成的委員會在行使獲轉授的權力時，須遵守董事所不時施加的任何規例。任何有關規例可規定或授權選出非董事的人士加入委員會，並規定該等選出的成員具有委員會成員應有的投票權。 *委任委員會的權力*

107. 任何上述由兩名或以上成員組成的委員會的會議及議事程序須受到規管董事會議及議事程序的本章程條文（作出必要修改後）的規管，前提是該等條文並無被董事根據細則第106條制定的任何規則所代替。 *委員會會議的程序*

108. 由任何董事會議或任何有關委員會或擔任董事的人士或任何有關委員會的成員作出的一切行動，只要所有人士均以忠誠態度為本公司辦事，則即使在委任任何上述行事的人士時有疏漏，或任何有關人士不合資格或已離職或並無權力投票，該等行動仍有效，猶如該人士已獲正式委任及合資格及仍繼續擔任董事或委員會成員及有權投票一樣。

董事在委員會的行動有效（盡管有疏漏）

108A. 董事將促使妥為作出本公司所有股東大會的會議記錄以及所有委任高級職員及所有董事會及委員會會議議程以及有關出席率及在該會議所處理全部事宜的記錄。任何會議的任何該等記錄（倘經該會議主席或下屆會議主席簽署支持）將為決定性證據而無所列事實任何進一步證據。

議程

審核委員會

108B. 審核委員會將由董事根據法規及按證券交易所上市規則規定委任。

審核委員會

借款權力

109. 根據法規及本章程的規定及在其條文的規限下，董事可行使本公司一切權力，以借入款項、按揭或質押本公司業務、物業及未催繳股本及發行債權證及其他證券，不論直接發行或作為本公司或任何第三方的任可債務、負債或責任的抵押擔保。

董事的貸款權力

董事的一般權力

110. 本公司業務及事務應由董事管理或在董事的指示或監督下管理，而董事可行使法規或本章程的條文或任何證券交易所的上市規則並無規定本公司應在股東大會上行使的本公司一切權力，但任何情況下要遵守本章程的任何細則、法規的條文，以及不與前述細則或以本公司特別決議案規定的條文有所抵觸的相關細則，惟本公司就此制定的條文不得使在有關條文尚未制定的情況下應屬有效的董事任何先前行動無效，惟除非有關建議已根據法規的規定獲本公司在股東大會上通過，否則董事不得實行任何出售或處置本公司業務的建議。本章程所賦予的一般權力不得因任何其他細則賦予董事的任何特別授權或權力而受到規限或限制。

董事管理本公司事務的一般權力

111. 根據本章程及法規，董事可在新加坡、香港或其他地方設立任何本地理事會或代理機構以管理本公司任何事務，並可委任任何人士成為該等本地理事會的成員或成為任何經理或代理人，並可釐定彼等的酬金，亦可向任何本地理事會、經理或代理人轉授董事擁有的任何權力、授權及酌情權以及分授權力，亦可授權任何本地理事會的成員或其中任何人填補當中的任何空缺及可在出現空缺時行事，而任何有關委任或轉授可根據董事認為合適的條款及受到有關條件的規限而作出，而董事可將任何獲委任的人士免職，亦可廢除或修改任何有關轉授，但以忠誠態度行事且並無收到有關廢除或修改的人士不會因此而受到影響。

董事可設立本地理事會或代理

112. 董事可不時及於任何時候透過授權書或以其他方式委任任何公司、商號或人士或任何浮動法人團體（不論是否直接或間接由董事提名）成為本公司的代理人，而委任的目的及所具有的權力、授權及酌情權（不凌駕董事根據本章程所具有或可行使者）及有關任期及所受規限的條件乃董事認為合適者，而代理人的任何有關權力可包含與任何該等代理人處事的人士得到保障或方便處理而董事認為合適的有關條文，而董事亦可授權任何有關代理人將其具有的一切或任何權力、授權及酌情權轉再行轉授，惟應受到法規的規限（包括但不限於證券交易所的上市規則）。

董事可委任代理人

113. 本公司或就此方面獲法規賦予權力代表本公司行事的董事須安排存置股東登記冊或分冊，而董事可（在法規條文的規限下）按其認為合適的方式制定或修改有關存置任何有關登記冊的規例。

董事存置登記分冊或登記冊

113A. 董事應遵守法規規定，尤其是有關按揭或抵押文件的登記及保存、名冊的保存、董事名冊的保存及將所需相關資料記入登記冊或名冊、及送達相關副本或與此相關的任何變更通知予公司註冊處處長、及送達週年申報表連同證明書及法規所需的資料、關於增加股本的通知、股份分配表格及與此相關的合同、決議書副本及協議及與上述有關連的其他資料予該處長。

遵守法規

114. 向本公司支付的所有支票、承兑票據、匯款單、匯票及其他可協商或可轉讓文據以及一切收款文書，須由董事不時按決議案決定的方式簽署、支取、接受、背書或以其他方式簽立（視乎情況而定）。 *支票等*

秘書

115. 秘書須由董事按彼等認為合適的條款、薪酬及任期而委任。任何所獲委任的秘書可隨時被董事免去職務，但不得損害因該秘書與本公司之間的任何合約遭違反而應享有的任何索償權。如認為合適，兩名或以上人士可獲委任為聯席秘書。董事亦可不時按彼等認為合適的條款委任一名或以上助理秘書。秘書或聯席秘書的委任及職責不得與法規的條文及證券交易所的上市規則有所抵觸。 *公司秘書*

印章

116. 董事須規定安全保管印章，而該印章不得在未經董事或董事就此授權的委員會的批准下使用。 *印章*

117. 每份蓋上印章的文據須由一名董事及秘書或由兩名董事親筆簽署，惟對於本公司股份或債權證或其他證券的證書而言，董事可透過決議案決定免除該等簽署或其中的簽署，或以機印簽署的若干方法或系統或經董事批准的其他方法取代該等簽署或其中的簽署。 *蓋印章*

118. (A) 本公司可行使法規所賦予有關在海外使用正式印章的權力，而該等權力應歸屬予董事。 *正式印章*

(B) 本公司可行使法規所賦予有關擁有公司法第124條所述複製印章的權力，該印章須為印章的摹本，在其上印有「股份印章」等字眼。 *印章摹本*

備存法定紀錄

以硬拷貝或電子形式存置的會議記錄等

118A. 由或代表本公司根據本章程或公司法須備存的任何登記冊、索引、會計賬簿、會計記錄、會議記錄或其他簿冊，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制，並須規定對記錄進行認證和驗證的方式。在任何情況下，若記錄並未硬拷貝形式，董事會須採取合理的預防措施，確保該等記錄的正確維護和真實性，防止偽造並方便發現任何偽造。本公司須對公司根據規程規定須備存的所有賬目、會議記錄冊或其他紀錄，進行英文翻譯，該等文件並非以英文保存，間隔不超過七天，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。

文件鑒定

鑒定文件的權力

119. 任何董事或秘書或董事就此委任的任何人士，有權鑒定任何影響本公司規章的文件及任何由本公司或董事通過的決議案以及任何有關本公司業務的簿冊、記錄、文件及賬目，並可認證其中的副本或摘錄以確定其屬真確的副本或摘錄，而倘任何薄冊、記錄、文件或賬目乃存放在辦事處以外的地點，則本公司具有有關保管權的當地經理或其他高級人員將被視為上述已獲董事委任的人士。任何根據本細則作出之認證或核證，可透過董事會就此目的不時加入而批准之電子途徑之作出，而倘董事會視為合適，可使用董事會批准之保安程序或設備。被指屬於本公司或董事會或任何委員會的決議案副本或會議記錄的摘要而經上文認證的文件，將就所有以忠誠態度與本公司行事的人士而言，確定為有關決議案已獲正式通過或（視乎情況而定）任何所摘錄的會議記錄屬正式組成的會議的議事記錄的真確及準確記錄的最終憑證。任何根據本細則作出的鑒定或認證可按董事不時就此批准的任何電子方式作出，亦可包括使用董事所批准的保安程序或設施作出。

儲備

120. 董事可不時從本公司溢利中撥出彼等認為合適的款項，並將有關金額轉撥至儲備，而董事可按其酌情權將有關金額應用於本公司溢利可合適地應用的任何用途，而等待應用之前可在本公司業務中運用或用作投資。董事可將該儲備劃分為彼等認為合適的特別基金，並將任何特別基金或儲備所劃分的任何特別基金的任何部分合併為一個基金。董事亦可不將有關金額轉撥至儲備而將任何溢利結轉。在將金額轉撥至儲備及動用金額時，董事須遵守法規的條文。 *儲備*

股息

121. 本公司可通過普通決議案宣派股息，但有關股息不得超過董事會建議的金額。 *派息*

122. 倘若及只要董事認為本公司溢利可證明有關派付屬合理，則董事可就表明須於每半年一次的固定日期或規定須付款的其他日期派付定額股息的任何類別股份，宣派及支付定額股息，並可不時於董事認為合適的日期及就董事認為合適的期間，就任何其他類別股份宣派及支付董事認為合適金額的股息。 *中期股息*

123. 在任何股份或類別股份所附的任何權利或限制的規限下，及除法規及交易所的上市規則所允許的情況外： *支付股息*

(a) 所有就股份派付的股息須按股東所持股份數目的比例支付，但如股份僅已繳部分股款，則按就部分已繳股款股份已付的金額或入賬列為已付的金額的比例作出分配及支付；及

(b) 所有股息必須按派付股息的相關期間的任何部分的已付或入賬列為已付金額的比例作出分配及支付。

就本章程而言，事先催繳任何股份的任何繳足或入賬列作繳足款項將忽略及該等股份的持有人將無權參與有關隨後宣派的股息。 *HKLR 附錄3 第 3(1)段*

124. 不得以根據法規從可供分派溢利撥款以外的方式派付股息。

125. 就股份支付或有關股份的股息或其他金額不附帶可向本公司收取的股息。

股息自溢利撥款

126. (A) 董事可保留就本公司擁有留置權的股份支付或有關該等股份的任何股息或其他金額，並可動用該等金額以償付存在留置權所涉及的債項、負債或應償付的款項。

股息不帶利息

(B) 董事可保留就股份派付而應付予根據有關上文所載的股份轉傳的條文有權成為股東的任何人士或根據該等條文有權獲轉讓股份的任何人士的股息，直至該人士成為有關股份的股東或獲轉讓有關股份為止。

保留有留置權的股份的股息

保留待轉讓的股息

(C) 董事將任何應就股份支付或有關股份的未領取股息或其他金額撥付至獨立賬戶內，並不構成本公司成為有關受託人。已派付而未有領取的所有股息，可由董事以本公司利益進行投資或以其他方式運用，而自派付日期起計六(6)年期間屆滿後未有領取的任何股息可予沒收並歸本公司所有，但董事於其後可隨時全權酌情決定廢除任何有關沒收並向於沒收之前擁有權利人士支付已沒收的股息。倘託管商向本公司退回任何有關股息或金額，而倘自首次派付其他金額的日期起計六年期間已屆滿，則寄存人並無權利或索償權向本公司追討該等股息或金額。為免生疑問，概無股東有權擁有就未有領取的任何股息產生的任何權益、收入份額或其他利益，不論任何方式或形式。

未領取股息或其他款項

HKLR 附錄3第3(2)段

為免生疑問，概無股東有權擁有就未有領取的任何股息產生的任何權益、收入份額或其他利益，不論任何方式或形式。倘託管商向本公司退回任何有關股息或金額，而倘自首次派付其他金額的日期起計六年期間已屆滿，則寄存人並無權利或索償權向本公司追討該等股息或金額。

(D) 本公司向託管商支付應付予寄存人的任何股息或其他金額，將按支付的程度而視為本公司有關該付款的責任已獲得履行。

豁免股息

127. 透過任何文件（不論是否有蓋印）放棄有關任何股份的全部或部分股息，只會在該文件由股東（或因持有人身故或破產而擁有股份權利的人士）簽署及向本公司交付的情況下，以及在本公司接納該文件或使其生效的情況下有效。

128. 本公司可在董事會推薦的情況下，通過普通決議案指示透過特定資產分派（尤其是任何其他公司的已繳股份或債權證）支付全部或部分股息，而董事須該決議案得以實行。倘有關分派方面出現任何困難，董事可按其認為權宜的方式解決困難，尤其可發行零碎股份、就特定資產或其中任何部分的分派釐定價值、基於所釐定價值為依據決定向任何股東派付現金以調整所有各方的權利，亦可將任何有關特定資產歸屬予董事認為適宜的受託人。　未領取股息或其他款項

129. (A) 每當董事或本公司在股東大會上議決或建議就本公司股份派付或宣派股息（包括中期、末期、特別或其他股息），董事可進一步議決有權享有該等股息的股東，可就全部或董事認為合適部分的股息選擇收取所配發的入賬列為繳足股份以代替現金。在此情況下，以下條文將適用：

(a) 該等配發基準應由董事釐定；

(b) 董事須以股東有權就全部或部分股息（董事已通過上述決議案派發）收取所配發的入賬列為繳足普通股以代替現金的方式釐定，董事並可作出安排，向股東發出通知、提供選擇表格供股東填寫（不論就特別股息或股息或一般事項而言）、釐定作出選擇或撤回選擇的程序、釐定就進行選擇或撤回選擇提交選擇表格或其他文件的地點、最後日期及時間，以及作出董事認為就遵守本細則條文而言所需或適當的所有該等安排及進行所有該等事宜；

(c) 可就賦予選擇權的股息份額的全部行使選擇權利，惟董事可就一般或特定情況釐定可就該份額的全部或部分行使該權利；

(d) 已正式行使股份選擇權的普通股(「**已選擇普通股**」)的股息(或賦予選擇權的股息部分)不可以現金派付,亦不可透過以股代息派付,派付後普通股須按上述配發基準及該等目的而不論細則第137條的條文規定配發予已選擇普通股持有人及入賬列為繳足,董事須(i)資本化及動用本公司任何儲備賬的進賬或損益賬的進賬或由董事釐定可供分派的金額,該金額或須用作繳足適當數目的普通股,以按該基準配發及分派予已選擇普通股持有人,或(ii)動用就按該基準配發及分派予已選擇普通股持有人的適當數目普通股而可能應付已選擇普通股持有人的現金。

(B) (a) 除董事另有指明外,根據本細則(A)段條文配發的普通股須與當時已發行普通股在各方面享有同等權益,惟享有上文所指選擇權(包括作出上述選擇的權利)所涉的股息或在派付或宣派上文所指選擇權所涉股息之前或當時已付、作出、宣派或宣佈的其他分派、紅利或權利則除外。

(b) 董事可作出一切其認為需要或適當的行動及事宜,以根據本細則(A)段條文作出資本化,並擁有全面權力於股份可以碎股進行分派(不論是否有與本章程相反的任何條文,包括規定全部或部分碎股不予計入或上調或下調的任何撥備)時作出其認為適當的撥備。

(C) 除董事認為適合的例外情況外,董事可根據本細則(A)段規定於任何議決場合釐定該段的選擇權不可在董事指定的日期後授予於登記冊或(視乎情況而定)託管商登記冊所載登記為普通股持有人的人士,或就已登記轉讓的普通股授予該選擇權,而在此情況下須在不違返該決定下閱讀本細則條文及按本細則條文詮釋。

(D) 董事可根據本細則(A)段規定於任何議決場合進一步釐定不可配發該段的股份或授出股份選擇權予股東登記冊或(視乎情況而定)託管商登記冊所載其登記地址為新加坡或香港以外地區的股東,或董事全權酌情釐定的其他股東或類別股東,而在此情況下上述股東的唯一權利是以現金收取已議決或提呈派付或宣派的有關股息。

(E) 不論本細則上述條文有否規定，倘於董事就任何股息議決應用本細則(A)段條文後並於據此配發普通股前任何時間，董事須考慮由於任何事件或情況（不論於該決議前或後發生）或由於任何事項使執行建議不再適當或適合，董事可全權酌情及毋須任何理由而撤銷建議應用本細則(A)段。

以支票或股息單支付股息

130. 就股份應以現金支付的股息或其他款項，可以支票或股息單的方式郵寄至登記冊或（視乎情況而定）託管商登記冊所載股東或享有此權利的人士（或倘兩名或以上人士為登記冊或（視乎情況而定）託管商登記冊所登記的聯名股份持有人或為由於持有人身故或破產而享有此權利的人士，則為該等人士任何其中一名）的登記地址，或該股東或該人士或該等人士書面指示的人士和地址。每份此等支票或股息單須付款予收件人，或作為股份持有人或聯名持有人的人士，或由於持有人身故或破產而指示享有此權利的人士或該等人士，而當銀行支付支票或股息單後，即表示本公司已經付款。每份此等支票或股息單的郵誤風險由有權收取款項的人士承擔。不論本細則上述條文及細則第132條條文有否規定，本公司向託管商支付應付寄存人的股息，在向託管商支付款項後，本公司就款項對寄存人的債務即告解除。

向聯名持有人支付股息

131. 倘兩名或以上人士於登記冊或（視乎情況而定）託管商登記冊登記為股份聯名持有人，或由於持有人身故或破產而共同享有股份，任何一名人士可就應付股息或其他款項或股份的可分派資產發出有效收據。

派息決議案

132. 宣派任何類別股份股息的決議案，不論是本公司於股東大會的決議案還是董事的決議案，可指明股息須支付予於特定日期營業時間結束時在登記冊或（視乎情況而定）託管商登記冊登記為該等股份持有人的人士，而股息須根據彼等各自登記的持股量支付，惟不影響轉讓人及承讓人之間收取股份股息的權利。

發行紅股及溢利及儲備資本化

133. A. 經本公司普通決議案批準及在細則第4條及法規的規限下，董事可：

有權發行免費紅股及/或資本化儲備

(a) 於以下日期營業時間結束時在登記冊或（視乎情況而定）託管商登記冊登記為股份持有人的人士按彼等當時持有股份的比例發行紅股，而發行紅股並無應付本公司代價：

(i) 於普通決議案日期（或該決議案指明或釐定的其他日期）；或

(ii) （倘普通決議案根據細則第4條通過）董事釐定的其他日期；及

(b) 將本公司儲備賬或其他不可分派儲備的任何進賬或財務報表收款的任何進賬資本化，方法是於以下日期營業時間結束時：

(i) 於普通決議案日期（或該決議案指明或釐定的其他日期）；或

(ii) （倘普通決議案根據細則第4條通過）董事釐定的其他日期。

在登記冊或（視乎情況而定）託管商登記冊登記為股份持有人的人士按彼等當時持有股份的比例分配款項，及代彼等動用款項以繳足新股份（或在股份或類別股份發行當時之前已賦予的任何特別權利的規限下，非可贖回股份的任何類別其他股份的新股份）以按上述比例向彼等配發及分派入賬列為繳足的紅股。

133B. 董事可作出其認為需要或適當的一切行動及事宜，使根據細則第133A條作出的紅股發行或資本化生效，並擁有全面權力就上述基準可能產生的任何碎股作出其認為適當的撥備（包括規定碎股不予計入或碎股權益撥歸本公司而非股東的撥備）。董事可授權任何人士代表所有擁有權益的股東與本公司訂立協議，惟紅股發行及／或資本化及相關的事項及根據該授權訂立的協議在所有情況下須為有效及具有約束力。

董事有權就碎股作出撥備

133C. 此外，在不影響根據細則第133A及133B條所賦予權力的情況下，董事有權發行股份而並無應付代價，或將本公司毋須用作支付股份（享有累積或非累積優先股息）的股息或作出撥備的任何未細分溢利或其他款項資本化（包括任何儲備列賬及進賬的溢利或其他款項），及動用該等溢利或其他款項以繳足新股份，而在此等情況下條款為該等股份於發行時將由於股東大會獲股東批准並由本公司以董事認為適合的條款實施的股份獎勵或股權計劃參與人士持有或以彼等為受益人而持有。

發行免費股份及/或資本化儲備作為員工股份激勵計劃

133D. 董事可在宣佈從盈利之中撥款支付任何年度或其他時期任何股份類別的股息或紅利之前，責成在盈利之中撥出和保留彼等當時可能決定的款額，組成儲備基金，以應付突發需要或者本公司財產貶值的情況，或者用以平衡股息，或為特別股息或紅利分派或作為修理、改善及維護本公司任何財產，或作為董事會全權決定有利於本公司的其他目的。

成立儲備基金的權力

財務報表

134. 董事須促致備存為遵行法規條文而必需備存的賬目及其他記錄，並須促致能夠方便及妥善審核的方式備存該等記錄，以真實及公平反映本公司事務及解釋其交易。須在辦事處或董事認為合適的其他地點存置可足以顯示及說明本公司交易另外亦符合法規規定的會計記錄。除非獲法規賦予權力或獲具法司管轄權法院頒令或由董事授權，否則本公司股東或其他人士概無權查閱本公司任何賬目或簿冊或文件。

會計記錄

135. 根據法規的條文，董事安排編製及在股東大會上向本公司提呈必要的有關財務報表、資產負債表、綜合財務報表（如有）及報告。本公司的財政年度年結日和與其相關的賬目發行日期相隔的時間不得超過四個月（或法規、有關法律或任何證券交易所上市規則允許及／或指定的其他期間）。

提呈財務報表

136. (A) 應在股東大會上提呈的每份資產負債表及財務報表的文本(包括法規或交易所的上市規則規定須包括在內或隨附或附加的每份文件),連同與其相關的每價核數師報告及董事會報告的文本,須於股東大會舉行日期前最少21日,在法規或本章程條文的規限下,送遞或郵寄至本公司每名股東及每名債權證(如有)持有人的登記地址,亦須送交有權收取本公司會議通知的每名其他人士,惟本細則並無規定該等文件的文本須送交多於一名聯名持有人或本公司並不知悉其地址的人士,但任何未有接獲該等文件文本的任何股東或債權證持有人有權在辦事處免費申請索取有關文件。

財務報表文本
HKLR 附錄3
第5段

(B) 在符合所有適用有關法律、規則及細則(包括但不限於證券交易所的規則)及獲得一切必須的批准(如有)的情況下,以並非法規禁止的方式向任何人士發出符合有關法律及法規指定格式及內容的本公司年度賬目及董事會報告摘要,即視為已履行本章程第136條規定,惟原應獲得本公司年度財務報表及董事會報告人士可向本公司發出書面通知,要求本公司除寄發財務報表摘要外亦寄發本公司年度財務報表及董事會報告完整印刷本。

(C) 倘根據所有適用法規、規則及細則(包括但不限於證券交易所之規則),本公司於本公司之電腦網絡或以任何其他許可的方式(包括發出任何形式之電子通訊)刊發本細則第136條所指文件,且相關人士同意或視為同意將本公司以該形式刊發或接收該等文件視為解除本公司向彼寄發該等文件之責任,則本公司此舉視為已履行寄發予所指人士之規定。

核數師

137. 在法規條文的規限下,任何以核數師身份行事的任何人士所作的一切行動,對於所有以忠誠態度與本公司處事的人士而言將屬有效,即使其委任時有所疏漏或其於委任時並無合資格獲委任或其後變成無資格,該等行動仍有效。

核數師行動的有效性

138. 核數師有權出席任何股東大會及接收任何股東均有權收取的任何股東大會通告及其他有關通訊,並可在任何股東大會上就涉及其作為核數師身份的任何部分事項發言。

核數師有權出席股東大會

138A. 核數師根據法規條文委任及彼等的職責受其規管。本公司每名核數師將有權隨時獲得本公司會計及其他記錄並按法規規定作出其報告。於每年股東週年大會或隨後股東特別大會上，股東將委任核數師以審核本公司賬目及該核數師將任職直至下屆股東週年大會。該核數師客為股東但非本公司董事或職員或僱員，將（於其任期持續期間）合資格擔任本公司核數師。核數師薪酬將由本公司於股東大會釐定。核數師罷免將於股東大會上通過普通決議案批准。倘核數師職位因核數師辭任或身故或當需要其服務時他因疾病或其他殘疾而沒法履行其核數師職務而出現空缺，則董事將填補空缺及釐定所委任核數師的薪酬。

委任核數師
HKJPS
第 35段

通告

139. (A) 任何通告或文件（包括股票）或任何公司通訊（定義見證券交易所的規則）須以書面形式發出，或在證券交易所上市規則不時許可的情況下且受本章程所規限下，以電子通訊方式發出，並可透過專人送遞或透過預付郵資信件送交名冊所示登記地址而送達或交付予本公司任何股東，或交付至上述地址，或（視乎情況而定）於一份英文報章及一份中文報章刊登廣告，或根據有關法律、法規及證券交易所上市規則以電子通訊方式將其發出至股東，或根據適用法例及證券交易所上市規則將其刊登於本公司的電腦網絡。倘通告或其他文件以郵寄送達或寄出，則於載有上述者的郵件投寄後二十四(24)小時屆滿後被視為已送達或交付，於證明有關送達或交付時，則僅需證明有關郵件已妥為填寫地址、已付郵資及投寄。根據細則發出或發佈的任何通告或文件可僅為英文本、中文本或同時為中英文本，惟須妥為遵守規程及證券交易所上市規則。

通告送達
HKLR 附錄3
第 7(1)、(2)及(3)段

(B) 股東有權以新加坡及香港境內任何地址獲送達通告。倘任何股東的登記地址為新加坡及香港以外地址，則可以書面通知本公司其新加坡或香港地址，就送達通告而言，有關地址將被視為其登記地址。股東如無通知本公司或結算所（視乎情況而定）其新加坡或香港地址，則可通知本公司其新加坡及香港以外地址，以便本公司按該海外地址向其送達通告。倘股東並無就送達通告而告知新加坡或香港地址，則於本公司在註冊辦事處張貼通告後，有關股東應被視為已接收有關通告，有關通告將於該地點張貼二十四(24)小時，而有關股東將被視為於首次張貼通告翌日已接收有關通告。

(C) 以郵寄方式送交的任何通告或文件應被視為已於在新加坡或香港郵政局寄發載有有關通告的信封或封套後翌日送達，而於證實載有有關通告的信件、信封或封套已適當地預付郵資（倘地址屬新加坡或香港以外而可提供空郵服務的地區，則預付空郵郵資），寫上地址並送往郵政局，並須隨附由本公司秘書或董事會委任的其他人士簽署的證明，證實載有有關通告的信封或封套，均已適當地寫上地址並送往郵政局，應為其不可推翻憑證。以電子通訊方式發出的任何通告或文件，須以於本公司或其代理人的伺服器發出有關通告或文件當日視為發出日期。在本公司的電腦網絡公佈任何通告或文件，則以向股東發出通知表示有關通告或文件已在本公司電腦網絡公佈當日視為發出或接收有關通告或文件的日期。根據本第139條(A)段在報章以廣告送達的任何通告或文件，則視作已於首次在報章刊登通告或文件當日送達。

(D) 本公司發出的任何通告或文件的簽署可以書面、印刷或電傳方式作出。

139A. (1) 本公司或董事根據法規或本章程要求或允許作出、發出或送達予本公司股東或高級職員或核數師的任何通知或文件（包括股票）或任何公司通訊（定義見證券交易所上市規則所賦予者）可採用電子通訊向下列人士作出、發出或送達：

(a) 該人士現有地址；或

(b) 可在本公司不時指定網站作出

根據本章程條文或由法規規定的其他方式及／或根據任何其他適用細則或程序。

該通告或文件將被視為通過電子通訊傳輸到達該人士的當前地址，或按法規及／或任何其他適用規例或程序提供的其他地址而被視為妥為作出、發出或送達。

(2) 就上文細則第139A (1)條而言，倘該股東明確同意，本公司可通過該電子通訊方式向股東發出該通告或文件。 *明確同意*

(3) 股東應被視為同意以有關電子通訊方式接收有關通告或文件，且無權選擇接收有關通告或文件的印刷本，除非法規另行規定。 *暗示同意*

(4) 該通告或文件將被視為電子通訊的傳輸到達該地址指定的電子伺服器時，或按有關法律及法規所規定而被視為作出、發出或送達。本公司將至少一次直接通知股東： *視作同意*

(a) 該股東有機會在特定時期內選擇是否通過電子通訊或印刷本方式收取該等通告或文件；

(b) 倘股東獲給予該計劃及其在規定時間內未作出選擇，則彼將視為已同意按細則第139A(1)條所載電子通訊方式接收該通告或文件，且在該情況下將無權接收該通告或文件印刷本；

(c) 將使用本章程細則第139A(1)條所載電子通訊方式；

(d) 股東根據本細則第134A(4)條的任何選擇或視為選擇為持續選擇，但股東可隨時更改選擇；及

(e) 直至在該股東更改其選擇前，本公司最近一次獲悉的選擇或視為選擇將為該股東就將根據本細則第139A(4)條發送的所有文件及通告的有效及持續選擇，所有過往作出的選擇均為無效。

(5) 若通告或文件以電子通訊作出、發出或送達：

(a) 至某人根據細則第139A(1)條規定的現有地址，它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、發送或送達該人的現有地址（盡管有任何延遲接收、未送達或「**退回郵件**」回覆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），除非公司法及／或任何其他適用細則或程序另有規定；及 *通過電子通訊發出通告視作已送達*

(b) 根據細則第139A(1)條在網站上提供通知或文件，該通知或文件首次在網站上提供的日期當作已妥為發出、送交或送達，或除非公司法及／或任何其他適用細則或程序另有規定。

(6) 倘通過根據細則第139A(1)條在網站公佈的方式向股東提供、發送或送達任何通告或文件，本公司應另行通知股東該通告或文件已於網站公佈及可通過下列任何一種或多種方式獲取該通告或文件：

(i) 在該網站刊發通告或文件；

(ii) 若文件在通知日期於網站未獲得，則於將獲得的日期；

(iii) 網址；

(iv) 在可獲取文件網站刊發；及

(v) 如何獲取文件。

(7) 在本公司採用電子通訊向股東寄發文件時，本公司將在切實可行情況下盡快通知股東如何自本公司要求該文件印刷本，並將在該要求後提供該文件印刷本。

(8) 上文細則第139A(1)、(2)、(3)及(4)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細則及證券交易所的任何上市規則以及其他有關法律及法規方式以外的方式發出、送交或送達的有關通告或文件，包括但不限於下列。

(a) 股東可能要求填妥的表格或接納函；

(b) 會議通告，不包括該通告所述通函或函件；

(c) 有關收購要約及供股的通告及文件；及

(d) 根據細則第139A(6)及139A(7)條向股東發出的通告。

139B. 細則第139及139A條將受證券交易所上市規則規限及適用於其許可範圍。

140. 倘向在登記冊或(視乎情況而定)託管商登記冊內排名首位的其中一名聯名持有人發出通告，即已充份向有權收取通告的所有聯名持有人發出通告。

向聯名持有人發出通告

141. 因股東身故或破產後而享有股份權利的人士倘向本公司提供董事可合理要求可顯示其對股份所有權的憑證，並向本公司或(視乎情況而定)託管商或提供新加坡或香港境內可供送達通告的地址，則有權按上述址獲送交或交付該身故或破產股東(在細則第139條的規限下)如非身故或破產則原本有權收取的任何通告或文件，而該送達或交付須就任何目的而言被視作已充份向涉及股份權益的所有人士(不論聯同原先股東或聲稱透過其或在其名下擁有權益)送達或交付該通告或文件。除上述者外，根據本章程以郵寄傳遞或發送或存放在有關地址或透過電子通訊傳輸到任何股東的當前地址(視乎情況而定)而發出、發送或送達的任何通告或文件，即使該股東當時已身故或破產或正在清盤，而不論本公司是否知悉其身故或破產或清盤，亦被視為已正式就該股東在股東登記冊或(倘該股東為寄存人)在託管商登記冊內其名義登記作為單一持有人或排名首位的聯名持有人的任何股份送達或交付。

在身故或破產等情況下發出通告

清盤

143. 董事有權以本公司名義及代表本公司向法院作出呈請，將本公司清盤。

呈請清盤的權力

144. 自願將本公司清算需通過特別決議案批準。倘本公司清盤(不論清盤是否自願、受監察或由法院頒令)，清盤人可在獲得特別決議案授權下，以貨幣或實物形式在股東之間分派本公司全部或部分資產，而不論該等資產是否由一類財產或由不同類別財產組成，並可就該目的而向任何一類或多類財產釐定其認為公忻的價值，及決定如何在股東或不同類別股東之間分配。清盤人亦可以同樣授權，將任何資產交予其認為合適的信託由受託人管理，並以股東為受益人，而本公司清盤或會結束及本公司解散，但任何受益者不得被強迫接受涉及負債的任何股份或其他財產。

分派貨幣資產

HKJPS 第31(c)段

144A. 倘本公司清盤，當時不在新加坡的本公司每名股東必須於通過本公司自願清盤的有效決議案起計十四日內，或於頒令本公司清盤後的相同期間內，向本公司發出書面通知委任在新加坡境內或境外的某管理人，使本公司清盤人可向其送達有關本公司清盤的所有傳召、通知、傳票、法令及判決，而並未依據上述規定作出委任，則本公司清盤人可任意代表該股東委任其他人士，而向任何有關受委任人士送達上述文件，即就所有目的而言已被視為妥為向該股東送達，而倘清盤人作出上述委任，則須在可行情況下盡快在新加坡及香港境內流通的任何一份主要英文報章上刊登廣告或以掛號郵件寄往該股東在股東登記冊或（或情況而定）託管商登記冊所示的地址，以通知該股東，而該通知將於廣告刊登或郵件投遞後翌日被視為送達。 *新加坡外的股東*

彌償保證

145. 在法規的條文規限及其可能允許的情況下，每名董事、行政總裁、董事總經理、核數師、秘書或本公司其他高級職員有權因執行或履行職責或就此產生或將產生的所有成本、費用、損失、開支及負債而獲本公司補償。在不影響上文一般性的情況下，在參與任何認收或其他集體行為，董事、秘書或其他高級職員無須為任何其他董事或高級職員的行為、認收、疏忽或失責負責。董事或本公司其他高級行政人員亦無須為以下事宜負責：因應董事會命令代表本公司收購的任何物業業權的不足或不妥當而招致本公司的任何損失或費用；或因本公司投資的任何擔保的不足或不妥當而招致的任何損失或費用；或因本公司存放其任何款項、證券或財物的任何人士破產、無償債能力或侵權行為而招致的任何損失或損害；或因其任何錯誤判斷或失察而導致的任何損失；或在執行其職務時或與之有關而出現的任何其他損失、損害或不幸，但如因其本身疏忽、故意違約、玩忽職守或違反信任而導致發生的則除外。 *彌償保證*

機密

146. 任何股東均無權要求披露有關本公司的貿易或任何事項而屬於商業機密、貿易秘密或秘密程序的性質，而可能有關本公司業務進行，且董事認為以本公司股東利益著想不宜向公眾公開的任何詳細資料，惟根據法律規定而披露者除外。 *機密*

無法聯絡的股東

147. (A) 在不影響本公司在細則第147(B)條的權利的情況下，倘股息權益支票或股息單連續兩次未被兑現，則本公司可停止寄發該等支票或股息單。然而，在股息權益支票或股息單首次因無法投遞而退回後，本公司可以行使權力，停止寄發該等支票或股息單。

無法聯絡的股東
HKLR附錄3第13(1)段

(B) 本公司應有權以董事會認為適當的方式出售無法聯絡股東的任何股份，但除非屬下述情況，否則該等股份不得出售：

(i) 於相關期間內以本章程授權的方式就任何應付現金款項而寄發予有關股份持有人的所有股息支票或股息單（總數不少於三張）仍未被兑現；

(ii) 就本公司於相關期間結束時所知，其並未在相關期間內的任何時間接獲任何有關該股東（其為該等股份的持有人或因身故、破產或法律的施行而擁有該等股份的人士）存在的任何消息；及

(iii) 倘證券交易所的股份上市規則有所規定，本公司已通知證券交易所，及按照證券交易所的規定促使在報章內刊登廣告，表明其有意按證券交易所規定的方式出售該等股份，且自刊登廣告日期起計三(3)個月或證券交易所可能允許的較短期限經已屆滿。

就上文而言，「相關期間」指自細則第147(2)(iii)條所述刊登廣告日期前十二(12)年起計，直至該段所述期間屆滿為止。

(C) 為使上述任何有關出售生效，董事可授權他人轉讓上述股份，而該名人士或其代表簽署或以其他方式簽立的轉讓文據應猶如由該等股份的登記持有人或因該等股份的轉送而有權取得股份的人士所簽署一樣有效，且買方應毋須理會有關購買款項的用途，而其對該等股份的所有權亦不應受出售程式的任何違規或無效情況所影響。出售所得款項淨額將撥歸本公司所有，而於收到有關款項淨額後，本公司將欠負有關前股東一筆相等於出售款項淨額的款項。本公司不應就上述債務設立任何信託，亦不會就此債務支付任何利息，且本公司毋須就有關款項淨額而可能撥作本公司業務或其認為適當的其他用途而賺取的任何收益作出解釋。即使持有上述已出售股份的股東已經身故、破產或因其他原因在法律上喪失資格或無行為能力，但根據本條進行的任何出售應仍屬有效。

個人資料

148. (A) 在法規的規限下，屬自然人的股東被視為已就本公司（或其代理或服務提供商）不時為下述任一目的收集、使用及披露其個人資料（不論此等個人資料系由該股東提供還是通過協力廠商收集所得）作出同意： *個人資料*

(a) 實施及管理本公司（或其代理或服務提供商）的任何公司行動；

(b) 本公司（或其代理或服務提供商）開展的內部分析及／或市場調查；

(c) 本公司（或其代理或服務提供商）開展的投資者關係溝通；

(d) 本公司（或其代理或服務提供商）管理該股東持有本公司股份；

(e) 實施及管理本公司（或其代理或服務提供商）向其股東提供的任何收取會議通告、年報及其他股東通訊及／或有關受委代表委任的服務（不論通過電子方式還是其他方式）；

(f) 本公司（或其代理或服務提供商）處理、管理及分析就任何股東大會（包括其任何續會）委任的受委代表及代表以及編製及彙編與任何股東大會（包括其任何續會）有關的出席名單、會議記錄及其他文件；

(g) 實施及管理以及遵守本章程的任何細則；

(h) 遵守任何有關法律、相關證券交易所的上市規則、收購規則、規例及／或指引；及

(i) 與任何上述目的合理相關的目的。

(B) 就任何股東大會及／或其任何續會委任受委代表及／或代表的任何股東被視為已作出保證：倘該股東向本公司（或其代理或服務提供商）披露該受委代表及／或代表的個人資料，則該名股東應已取得該受委代表及／或代表就本公司（或其代理或服務提供商）為相關細則中所載目的收集、使用及披露該受委代表及／或代表之個人資料作出的事先同意，並被視為已同意就因該股東違反保證而引致的任何懲罰、責任、索賠、要求、損失及損害向本公司作出賠償。

遵守法律

149. 作為於新加坡成立及證券交易所上市的公司，本公司須符合有關法律，包括但不限於新加坡及香港的有關法律。倘在法規當中出現任何分歧，本公司應遵守有關法律當中最嚴格的規定，惟須取得相關證券交易所及／或政府機關的批准。

遵守法律

修訂章程

150. (A) 除非獲股東以特別決議案批准，規定概不可廢除、更改或修訂，亦不可新增任何規定。更改本章程條文或更改本公司名稱，均須通過特別決議案及在法規項下規定之情況下獲准進行。

修訂章程
HKJPS第31(b)段

(B) 不得為增加現有股東對公司的責任而對本章程進行任何更改，除非經該股東以書面同意增加。

HKJPS第34段