

C. CONSTITUTION OF THE COMPANY

THE COMPANIES ACT (CAP. 50)

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION
OF

ISDN HOLDINGS LIMITED

Incorporated on 28th Day of December 2004

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ADVOCATES & SOLICITORS

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THE COMPANIES ACT (CAP.50)

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

ISDN HOLDINGS LIMITED

(Adopted by Special Resolution passed on 30 April 2019)

- A. The name of the Company is “**ISDN HOLDINGS LIMITED**”.
- B. The registered office of the Company is to be situated in the Republic of Singapore.
- C. The liability of the members is limited.

- 1. The regulations in model constitution prescribed under section 36(1) of the Companies Act, Chapter 50 shall not apply to the Company, except in so far as the same are repeated or contained in this Constitution.
- 2. In this Constitution (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively.

“Act” The Companies Act, Chapter 50 or any statutory modification, amendment or re-enactment thereof for the time being in force or any and every other act for the time being in force concerning companies and affecting the Company and any reference to any provision as so modified, amended or re-enacted or contained in any such subsequent Companies Act.

“address” or “registered address” In respect of any Member, his physical address for service or delivery of notices or documents personally or by post, unless otherwise expressly provided in this Constitution.

“book-entry securities” Listed securities:-

- (a) documents of title to which are deposited by a Depositor with the CDP or a clearing house (as the case may be) and are registered in the name of the CDP 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.

“CDP” The Central Depository (Pte) Limited established by the Singapore Exchange Securities Trading Limited or any other corporation appointed by the Minister as a depository company or corporation for the purpose of the SFA, which as bare trustee operates the Central Depository System for the holding and transfer of book-entry securities.

“Chairman” The chairman of the Directors or the chairman of the General Meeting as the case may be.

“Chief Executive Officer”	The chief executive officer of the Company for the time being.
“clearing house”	A clearing house recognized 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 attributed to it in the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
“Company”	The abovenamed Company by whatever name from time to time called.
“Constitution”	This Constitution or other regulations of the Company for the time being in force.
“current address”	Shall have the meaning ascribed to it in the Act.
“Depositor”	A Depository Agent or a Direct Account Holder to the balance of whose Securities Account any shares are credited, but excluding a Sub-Account Holder.
“Depository Agent”	<p>A member of the Singapore Exchange Securities Trading Limited, a trust company (licensed under the Trust Companies Act (Chapter 336) of Singapore), a bank licensed under the Banking Act (Chapter 19) of Singapore, any merchant bank approved as a financial institution under the Monetary Authority of Singapore Act (Chapter 186) of Singapore, or any other person or body approved by CDP who or which:-</p> <ul style="list-style-type: none"> (a) performs services as a depository agent for sub-account holders in accordance with the terms of a depository agent agreement entered into between CDP and the Depository Agent; (b) deposits book-entry securities with CDP on behalf of the sub-account holders; and (c) establishes an account in its name with CDP.
“Depository Register”	A register maintained by CDP or the clearing house (as the case may be) in respect of book-entry securities.
“Designated Stock Exchange”	The Singapore Exchange Securities Trading Limited for so long as the shares of the Company are listed and quoted on the Singapore Exchange Securities Trading Limited, The Stock Exchange of Hong Kong Limited for so long as the shares of the Company are listed and traded on The Stock Exchange of Hong Kong Limited and/or such other stock exchange in respect of which the shares of the Company are listed or quoted.
“Direct Account Holder”	A person who has a securities account directly with CDP or a clearing house (as the case may be) and not through a Depository Agent.
“Director”	Includes any person acting as director of the Company and includes any person duly appointed and acting for the time being as an alternate Director.
“Directors”	The directors of the Company for the time being, as a body or as a quorum present at a meeting of directors.

“Dividend”	Includes bonus and payment by way of bonus.
“electronic communication”	Shall have the meaning ascribed to it in the Act and shall include any statutory modification, amendment or re-enactment thereof.
“General Meeting”	A general meeting of the Company.
“in writing” or “written”	Written or produced by any substitute for writing or partly one and partly the other, and includes (except where otherwise expressly specified in this Constitution or the context otherwise requires, and subject to any limitations, conditions or restrictions contained in the Act) printing, lithography, typewriting and any other mode of representing or reproducing words, symbols or other information which may be displayed in visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.
“market day”	A day on which the Designated Stock Exchange is open for trading in securities.
“Managing Director”	Any person appointed by the Directors to be managing director.
“Member”	A registered member of the Company.
“month”	Calendar month.
“Office”	The registered office of the Company for the time being.
“Ordinary Resolution”	Shall have the meaning ascribed to it in the Act.
“paid-up”	Paid-up or credited as paid-up.
“Register of Members”	The Company’s principal register of Members and where applicable, any branch register of Members to be maintained at such place within or outside Singapore as the Directors shall determine from time to time.
“Registration Office”	In respect of any class of share capital, such place as the Directors may from time to time 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”	The regulations of this Constitution as from time to time amended.
“relevant intermediary”	Shall have the meaning ascribed to it in the Act.
“Seal”	The common seal of the Company.
“Secretary”	Any person appointed by the Directors to perform any of the duties of the Secretary or where two or more persons are appointed to act as Joint Secretaries any one of those persons.
“Securities Account”	The securities account maintained by a depositor with CDP or a clearing house (as the case may be).
“SFA”	The Securities and Futures Act, Chapter 289 or any statutory

modification, amendment or re-enactment thereof for the time being in force or any and every other act for the time being in force affecting the Company and any reference to any provision as so modified, amended or re-enacted or contained in any such subsequent SFA.

“shares”

Shares in the capital of the Company.

“Special Resolution”

Shall have the meaning ascribed to it in the Statutes.

“Statutes”

The Act, SFA and every other written law or regulations for the time being in force concerning companies and affecting the Company (including but not limited to the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong)).

“year”

Calendar year.

All such of the provisions of these Regulations as are applicable to paid-up shares shall apply to stock, and the words “share” and “shareholder” shall be construed accordingly.

References in the Regulations to “holder” or “holder(s)” of shares or a class of shares shall:-

- (a) exclude CDP or its nominee(s) or a clearing house (as the case may be), except where otherwise expressly provided in these Regulations, or where the term “registered holders” or “registered holder” is used in these Regulations;
- (b) where the context so requires, be deemed to include references to Depositors whose names are entered in the Depository Register in respect of those shares; and
- (c) except where expressly provided in these Regulations, exclude the Company in relation to shares held by it as treasury shares,

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

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

Save as aforesaid, any words or expression defined in the Act or the Interpretation Act, Chapter 1, shall (if not inconsistent with the subject or context) bear the same meanings in these Regulations.

References in these Regulations to any enactment is a reference to that enactment as for the time being amended or re-enacted.

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

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

ISSUE OF SHARES

- 3. (A) Subject to the Act and to these Regulations, no shares may be issued by the Directors without the prior approval of the Company in a General Meeting, but subject thereto and the terms of such approval, and subject to Regulation 5, 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. Preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors

in accordance with the Act, Provided Always that no options shall be granted over unissued shares except in accordance with the Act and the Designated Stock Exchange's listing rules.

- (B) Subject to the terms and conditions of any application for shares, the Directors shall allot shares applied for within ten Market Days of closing date (or such other period as may be approved by the Designated Stock Exchange). The Directors may, at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder, 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.
 - (C) Except so far as otherwise provided by the conditions of issue or by these Regulations, all new shares shall be issued subject to the provisions of the Statutes and of these Regulations with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture or otherwise.
 - (D) Except as herein provided, no person shall exercise any rights or privileges of a Member until he is registered in the Register of Members or (as the case may be) the Depository Register as a Member and shall have paid all calls and other moneys due for the time being on every share held by him.
- 3A. The Company does not have an authorised share capital and the shares do not have par value. No shares shall be issued to bearer.
4. The Company shall not have any treasury share.
5. (A) Subject to any direction to the contrary that may be given by the Company in General Meeting or except as permitted by the rules of the Designated Stock Exchange, all new shares shall before issue be offered to such persons who as at the date (as determined by the Directors) of the offer are entitled to receive notices from the Company of General Meetings in proportion, as far as the circumstances admit, to the number of the existing shares to which they are entitled. In offering such new shares in the first instance to all the then holders of any class of shares, 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 the aforesaid 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 or by reason of any other difficulty in apportioning the same) cannot, in the opinion of the Directors, be conveniently offered under this Regulation.
- (B) Notwithstanding Regulation 5(A) above, the Company may, subject to the provisions of the Statutes, by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to:-
- (a) (i) issue shares in the capital of the Company ("shares") whether by way of rights, bonus or otherwise; and/or
 - (ii) make or grant offers, agreements or options (collectively, "Instruments") that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and
 - (b) (notwithstanding the authority conferred by the Ordinary Resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the Ordinary Resolution was in force,

Provided that:-

- (1) the aggregate number of shares to be issued pursuant to the Ordinary Resolution (including

shares to be issued in pursuance of Instruments made or granted pursuant to the Ordinary Resolution) shall be subject to such limits and manner of calculation as may be prescribed by the Designated Stock Exchange;

- (2) in exercising the authority conferred by the Ordinary Resolution, the Company shall comply with the provisions of the listing rules of the Designated Stock Exchange for the time being in force (unless such compliance is waived by the Designated Stock Exchange) and these Regulations; and
 - (3) (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 Annual General Meeting of the Company next following the passing of the Ordinary Resolution, or the date by which such Annual General Meeting of the Company is required by law to be held, or the expiration of such other period as may be prescribed by the Act (whichever is the earliest).
 - (C) Subject to the provisions of the Statutes and the listing rules of the Designated Stock Exchange, the Company may, notwithstanding Regulations 5(A) and 5(B) above, authorise the Directors not to offer new shares to Members to whom by reason of foreign securities laws, such offers may not be made without registration of the shares or a prospectus or other document, but to sell the entitlements to the new shares on behalf of such Members on such terms and conditions as the Company may direct.
6. The Company may 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 satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
 7. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest on so much of that share capital as is for the time being paid up for the period and charge the same to capital as part of the cost of the construction of the works or buildings or the provision of the plant, subject to the conditions and restrictions mentioned in the Act.
 8. (A) Preference shares may be issued subject to such limitation thereof as may be prescribed by the Designated Stock Exchange. The total number of issued preference shares shall not exceed the total number of issued ordinary shares issued at any time. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance-sheets and attending General Meetings of the Company, and preference shareholders shall also have the right to vote at any General Meeting convened for the purpose of reducing capital or winding-up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the General Meeting directly affects their rights and privileges or when the Dividend on the preference shares is more than six months in arrear.
(B) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.
(C) The rights attaching to shares of a class other than ordinary shares shall be expressed in this Constitution.
(D) The Company may issue shares for which no consideration is payable to the Company.
 - 8A. There is no power to freeze or otherwise impair any of the rights attaching to any share by reason that the person or persons who are interested directly or indirectly therein have failed to disclose their interests to the Company.

VARIATION OF RIGHTS

9. (A) Whenever the share capital of the Company is divided into different classes of shares, the variation or abrogation of the special rights attached to any class may, subject to the

provisions of the Act, only be made either with the consent in writing of the holders of three-quarters of the total number of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so made either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate General Meeting all the provisions of these Regulations relating to General Meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that the necessary quorum (other than an adjourned meeting) shall be two or more persons holding at least one-third of the total number of the issued shares of the class present in person or by proxy or attorney and that any holder of shares of the class present in person or by proxy or attorney may demand a poll, Provided Always that where the necessary majority for such a Special Resolution is not obtained at such General Meeting, the consent in writing, if obtained from the holders of three-quarters of the total number of the issued shares of the class concerned within two months of such General Meeting, shall be as valid and effectual as a Special Resolution carried at such General Meeting.

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

ALTERATION OF SHARE CAPITAL

- 10. (A) The Company may by Ordinary Resolution:-
 - (a) consolidate and divide all or any of its share capital;
 - (b) cancel the number of shares which at the date of the passing of the resolution in that behalf 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 (subject nevertheless to the provisions of the Act, this Constitution and the listing rules of the Designated Stock Exchange), provided always that in such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be same as it was in the case of the share from which the reduced share is derived;
 - (d) subject to the provisions of this Constitution and the Act, convert its share capital or any class of shares from one currency to another currency;
- (B) The Company may by Special Resolution, subject to and in accordance with the Act, convert one class of shares into another class of shares.
- 11. (A) The Company may reduce its share capital or any other undistributable reserve in any manner permitted, and with, and subject to, any incident authorised, and consent or confirmation required, by law.
- (B) The Company may purchase or otherwise acquire its issued shares or purchase for redemption a redeemable share either out of or otherwise than out of its distributable profits or the proceeds of a fresh issue of shares subject to and in accordance with the provisions of the Statutes (including the Act) and any applicable rules of the Designated Stock Exchange (hereafter, the "Relevant Laws"), on such terms and in such manner as it may from time to time think fit, and subject to such conditions as the Company may in General Meeting prescribe in accordance with the Relevant Laws. Any shares purchased or acquired by the Company as aforesaid shall be deemed to be cancelled immediately on purchase or acquisition by the

Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with the Relevant Laws. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to these Regulations and the Statutes, the number of issued shares of the Company shall be diminished by the number of shares so cancelled, and, where any such cancelled share was purchased or acquired out of the capital of the Company, the amount of share capital of the Company shall be reduced accordingly. Where the Company purchases for redemption a redeemable share, purchase not made through the market or by tender shall be limited to a maximum price as may from time to time be determined by the Members in General Meeting, either generally or with regard to specific purchases. If purchases are by tender, tenders shall be available to all Members alike.

SHARE CERTIFICATES

12. (A) Every certificate shall be issued under the Seal and shall bear the facsimile signatures or the autographic signatures at least of any two Directors or one of the Director and the Secretary or such other person as may be authorised by the Directors, and shall specify the number and class of shares to which it relates, whether the shares are fully or partly paid up, and the amount paid up or (if any) unpaid thereon. The facsimile signatures may be reproduced by mechanical 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.
- (B) The provisions in this Regulation and in Regulations 13 to 16 (so far as they are applicable) shall not apply to transfer of book-entry securities.
13. (A) The Company shall not be bound to register more than four persons as registered joint holders of a share except in the case of executors, administrators or trustees of the estate of a deceased Member.
- (B) Only one certificate shall be issued in respect of any share.
- (C) 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 joint holders shall be sufficient delivery to all. Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share.
14. Every person whose name is entered as a Member in the Register of Members shall be entitled, within ten market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the closing date of any application for shares or the date of lodgement of a registrable transfer or on a transmission of shares (as the case may be), to receive 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.
15. (A) Where a Member transfers part only of the shares comprised in a certificate or where a Member requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner, the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares (in the case of transfer) and the whole of such shares (in the case of sub-division) shall be issued in lieu thereof and the Member shall pay (in the case of sub-division) a maximum fee of S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) for each new certificate. Where some only of the shares comprised in a share certificate are transferred, the new certificate for the balance of such shares shall be issued in lieu thereof without charge.

- (B) Any two or more certificates representing shares of any one class held by any Member may at his request be cancelled and a single new certificate for such shares issued in lieu thereof without charge.
16. Subject to the provisions of the Act, if any share certificate 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 Designated Stock Exchange or on behalf of its or their client or clients as the Directors shall require, and in case of defacement or wearing out on delivery of the old certificate, and in any case on payment of such sum not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to, and to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.
- 16A. Where shares are registered jointly in the names of several persons, any such request may be made by any one of the registered joint holders.

CALLS ON SHARES

17. The Directors may from time to time make calls upon the Members in respect of any monies 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.
18. Each Member shall (subject to receiving at least fourteen 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, instalments and interest (if any) in respect thereof. A call may be revoked or postponed as the Directors may determine.
19. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding eight per cent. per annum) as the Directors may determine but the Directors shall be at liberty in any case or cases to waive payment of such interest in whole or in part.
20. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these Regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In the case of non-payment, all the relevant provisions of these Regulations 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.
21. 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.
22. (A) The Directors may if they think fit receive from any Member willing to advance the same all or any part of the monies 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 monies 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, unless the Company in general meeting otherwise directs) as the Member paying such sum and the Directors may agree. Capital paid on shares in advance of calls shall not, whilst bearing interest, confer a right to participate in profits subsequently declared and until appropriated towards satisfaction of any call shall be treated as a loan to the Company and not as part of its capital and shall be repayable at any time if the Directors so directs.

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

FORFEITURE AND LIEN

23. 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.
24. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which 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.
25. 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.
26. 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 disposal, the forfeiture or surrender may be cancelled on such terms as the Directors shall think fit. The Directors may, if necessary, authorise some person to transfer a share so forfeited or surrendered to any such other person as aforesaid. The Directors may at any time before any share so forfeited or surrendered shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender thereof upon such conditions as they think fit.
27. A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of such shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all monies which at the date of forfeiture or surrender were presently payable by him to the Company in respect of such shares with interest thereon at eight per cent. per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of such shares at that time of forfeiture or surrender or waive payment in whole or in part.
28. The Company shall have a first and paramount lien on every share (not being a fully paid share) and Dividends from time to time declared in respect of such shares. Such lien shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such monies are due and unpaid, and to such amounts as the Company may be called upon by law to pay in respect of the shares of the Member or deceased Member. The Directors may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Regulation 28.
29. (A) The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen 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 (if any) entitled to effect a transmission of the shares and who shall have produced to the Company satisfactory evidence of such capacity and default in payment shall have been made by him or them for fourteen days after such notice. Provided always that if a Member shall have died or become mentally disordered and incapable of managing himself or

his affairs or bankrupt and no person shall have given to the Company satisfactory proof of his right to effect a transmission of the shares held by such Member the Directors may exercise such power of sale without serving any such notice.

- (B) In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon the Member or other person who prior to such forfeiture or sale was entitled thereto shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold.
30. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities (including unpaid calls and accrued interest and expenses) and any residue shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assignees, as he may direct. For the purpose of giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser.
31. 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 to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt by the Company of the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, the Depository Register) or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share, or where such person is a Depositor, the Company shall procure that his name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see 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.

TRANSFER OF SHARES

32. (A) All transfers of shares shall be effected by written instruments of transfer in the form for the time being approved by the Directors and the Designated Stock Exchange.
- (B) All transfers of the legal title in shares may be effected by the registered holders thereof by transfer in writing in the form for the time being approved by the Designated Stock Exchange upon which the Company may be listed or where such approved form is not available, any other form acceptable to the Directors. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed provided that an instrument of transfer in respect of which the transferor or transferee is the CDP or the clearing house shall be effective although not signed or witnessed by or on behalf of the CDP 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 of Members in respect thereof.
- (C) No shares shall in any circumstances be transferred to any infant, bankrupt or person who is mentally disordered and incapable of managing himself or his affairs.
33. The Registers of Members and of Transfers may be closed, and the registration of transfers may be suspended, at such times and for such periods as the Directors may from time to time determine, Provided Always that such Registers shall not be closed for more than thirty days in any year, and that the Company shall give prior notice of each such closure, as may be required, to the Designated Stock Exchange, stating the period and purpose or purposes for which such closure is made.
34. (A) There shall be no restriction on the transfer of fully paid up shares (except where required by law or by the rules, bye-laws or listing rules of the Designated Stock Exchange) but the Directors may in their discretion decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a

transfer to a transferee of whom they do not approve (to the extent permitted by the listing rules of the Designated Stock Exchange), Provided Always that in the event of the Directors refusing to register a transfer of shares, the Company shall within ten market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Statutes.

- (B) If the Directors refuse to register a transfer of any share, they shall within ten market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of refusal as required by the Act.
- (C) The Directors may decline to register any instrument of transfer unless:-
 - (a) such fee not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require is paid to the Company in respect thereof;
 - (b) the amount of 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;
 - (c) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if stamp duty is payable on such instrument of transfer in accordance with any law for the time being in force relating to stamp duty), the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do; and
 - (d) the instrument of transfer is in respect of only one class of shares.

35. 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.

36. The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six 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 years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof and it shall conclusively be presumed in favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, Provided Always that:-

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Regulation; and
- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

- 36A. Subject to, and in accordance with, the Statutes and any applicable rules of the Designated Stock Exchange and unless the Directors otherwise agrees (which agreement may be on such terms and subject to such conditions as the Directors in its absolute discretion may from time to time determine, and which agreement the Directors shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register of Member shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register of Member or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register of Member, at the Office or such other place at which the Register of Member is kept in accordance with the Statutes.

TRANSMISSION OF SHARES

37. (A) In case of the death of a Member whose name is registered in the Register of Members, 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.
- (B) In the case of the death of a Member who is a Depositor, the survivors or survivor, where the deceased is a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder and where such executors or administrators are entered into the Depository Register in respect of any shares to the deceased Member, shall be the only person(s) recognised by the Company as having any title to his interest in the shares.
- (C) Nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
38. (A) Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member whose name is entered in the Register of Members, and any guardian of an infant becoming entitled to the legal title in a share and whose name is entered in the Register of Members, and any person as properly has the management of the estate of a Member whose name is entered in the Register of Members and who is mentally disordered and incapable of managing himself or his affairs may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, elect either to be registered himself as holder of the share or to have another person nominated by him registered as the transferee thereof. The Directors shall, in any case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by a Member.
- (B) If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing (in a form as may be approved by the Directors from time to time) signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the event upon which transmission took place had not occurred and the notice or transfer were a transfer executed by such Member.
39. (A) Save as otherwise provided by or in accordance with these Regulations, a person becoming entitled to a share by transmission (and upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same Dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to General Meetings of the Company until he shall have been registered as a Member in respect of the share.
- (B) The Directors may at any time give notice requiring any person entitled to a share by transmission to elect either to be registered himself or to transfer the share, and if the notice

is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, or other moneys payable in respect of the share until the requirements of the notice have been complied with.

40. There shall be paid to the Company in respect of the registration of any probate or letters of administration or certificate of death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares such fee not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require.

CENTRAL DEPOSITORY SYSTEM

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

EXCLUSION OF EQUITIES

42. Except as required by the Statutes or 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 (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Regulations or by the Statutes or law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository or its nominee (as the case may be)) entered in the Register of Members as the registered holder thereof or (as the case may be) the person whose name is entered in the Depository Register in respect of that share and

nothing in these Regulations contained relating to CDP or a clearing house or to Depositors or in any depository agreement made by the Company with any common depository for shares shall in any circumstances be deemed to limit, restrict or qualify the above.

STOCK

43. The Company may from time to time by Ordinary Resolution convert any paid-up shares into stock and may from time to time by like resolution reconvert any stock into paid-up shares of any denomination.
44. 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.
45. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards Dividend, return of capital, voting and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage, and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

GENERAL MEETINGS

46. Save as otherwise permitted under the Act, an Annual General Meeting shall be held once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors (subject to the listing rules of the Designated Stock Exchange). If required by the listing rules of the Designated Stock Exchange, all general meetings shall be held in Singapore, unless prohibited by relevant laws and regulations of the jurisdiction of the Company's incorporation, or unless such requirement is waived by the Designated Stock Exchange. All other General Meetings shall be called Extraordinary General Meetings. The interval between the close of a financial year of the Company and the date of the Company's Annual General Meeting shall not exceed four months or such other period as prescribed by the Act and the byelaws and listing rules of the Designated Stock Exchange or other legislation applicable to the Company from time to time.
47. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting, or in default, the Extraordinary General Meeting may be convened by such requisitionists, including Members holding a minority stake in the Company which have shareholdings not less than 10.0% of the total number of paid-up shares as at the date of the requisition carries the right of voting at general meetings.

NOTICE OF GENERAL MEETINGS

48. Subject to such other minimum period as may be specified in the Statute from time to time, an Annual General Meeting shall be called by notice of not less than twenty-one clear days or twenty clear business days (whichever is longer) and any Extraordinary General Meeting at which the passing of a special resolution is to be considered shall be called by notice of not less than twenty-one clear days or twenty clear business days (whichever is longer). All other Extraordinary General Meetings may be called by notice of not less than fourteen clear days and not less than ten clear business days (whichever is longer) The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the 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 these Regulations entitled to receive such notices from the Company, Provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:-

- (a) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and
- (b) in the case of an Extraordinary General Meeting by a majority in number of the Members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. 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. At least fourteen clear days' or ten clear business days' (whichever is longer) notice (excluding the date of notice and the date of meeting) of any General Meeting shall be given to shareholders by advertisement in the daily press and in writing to the Designated Stock Exchange, Provided Always that in the case of any Extraordinary General Meeting at which it is proposed to pass a Special Resolution and in the case of any Annual General Meeting, at least twenty-one clear days' or twenty clear business days' (whichever is longer) notice in writing (excluding the date of notice and the date of meeting) of such Extraordinary General Meeting shall be given to shareholders by advertisement in the daily press and in writing to the Designated Stock Exchange.

- 49. (A) Every notice calling a General Meeting shall specify the place, day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a Member of the Company.
 - (B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.
 - (C) In the case of any General Meeting at which business other than routine business ("special business") is to be transacted, the notice shall specify the general nature of such business, and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.
50. 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 Auditors or re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Company in General Meeting);
 - (e) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed; and
 - (f) fixing the Directors fees.
51. Any notice of a General Meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business.

PROCEEDINGS AT GENERAL MEETINGS

52. The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any General Meeting neither be present within five minutes after the time appointed for holding the 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.

53. No business other than the appointment of a Chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two Members present in person or by proxy, provided that (i) a proxy representing more than one Member shall only count as one Member for purpose of determining if the quorum aforesaid is present; and (ii) where a Member is represented by more than one proxy, such proxies of such Member shall only count as one Member for purposes of determining if the quorum aforesaid is present. 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 74.
54. If within thirty minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday then to the next business day following that public holiday) at the same time and place or such other day, time or place as the Directors may by not less than ten days' notice appoint.
55. The chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a General Meeting is adjourned sine die, the time and place for the adjourned 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 meeting shall be given in like manner as in the case of the original meeting.
56. 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.
57. 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 considered or voted upon.
58. (A) All resolutions put to the vote at any General Meeting shall be decided by way of poll (unless such requirement is waived by the Designated Stock Exchange).
(B) If any votes be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same General Meeting or at any adjournment thereof and not in any case unless it shall in the opinion of the Chairman be of sufficient magnitude.
59. Unless a poll is 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. If a poll is required, it shall be taken in such manner (including the use of ballot or voting papers or tickets or electronic means) as the chairman of the General Meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was required. The chairman of the General Meeting may (and, if required by the listing rules of the Designated Stock Exchange or if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
60. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the General Meeting at which the show of hands takes place or at which the poll is required shall be entitled to a casting vote.

61. (A) A poll on the choice of a chairman of the meeting or on a question of adjournment shall be taken immediately. A poll required on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the Meeting) and place as the chairman of the Meeting may direct. No notice need be given of a poll not taken immediately.
- (B) After the Chairman of any meeting shall have declared the General Meeting to be over and shall have left the chair no business or question shall under any pretext whatsoever be brought forward or discussed.

VOTES OF MEMBERS

62. (A) Subject to any special rights, privileges or restrictions as to voting attached by or in accordance with these Regulations to any class of shares, each Member entitled to vote may vote in person or by proxy.
- (B) On a show of hands every Member who is present in person or by proxy shall have one vote, provided that:
- (a) in the case of a Member who is not a relevant intermediary or a clearing house (or its nominee(s)) and who is represented by two 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
- (b) in the case of a Member who is a relevant intermediary or a clearing house (or its nominee(s)) and who is represented by two or more proxies, each proxy shall be entitled to vote on a show of hands.
- (C) On a poll every Member who is present in person or by proxy shall have one vote for every share of which he holds or represents.
- (D) For the purposes of determining the number of votes which a Member, being a Depositor, or his proxy or proxies may cast at any General Meeting on a poll, the references to shares held or represented shall, in relation to shares of that Depositor, be the number of shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting as certified by CDP or a clearing house to the Company. A Member who is bankrupt shall not, while his bankruptcy continues, be entitled to exercise his rights as a Member, or attend, vote or act at any General Meeting.
- 62A. Where the Company has knowledge that any Member is, under the rules of the Designated Stock Exchange, required to abstain from voting on any particular resolution of the Company or restricted to voting only for or only against any particular resolution of the Company, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.
63. In the case of joint holders of a share, any one of such persons may vote and be reckoned in a quorum at any General Meeting either personally or by proxy as if he were solely entitled thereto, but if more than one of such persons is present at a meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the name which stands first in the Register of Members or, as the case may be, the name which appears first in the Depository Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purpose of this Regulation be deemed joint holders thereof.
64. Where in Singapore or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such Member, to vote in person or by proxy at any General Meeting, or to exercise any other right conferred by membership in relation to meetings of the Company.

65. No Member shall be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to General Meetings if any call or other sum payable by him to the Company in respect of such shares remains unpaid.
66. No objection shall be raised as to the admissibility of any vote except at the General Meeting or adjourned General Meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the General Meeting whose decision shall be final and conclusive.
67. On a poll, votes may be given either 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.
68. (A) Save as otherwise provided in the Statutes:
- (a) a Member who is not a relevant intermediary or a clearing house (or its nominee(s)) may appoint not more than two 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. If no proportion is specified, the Company shall be entitled to treat the first named proxy as representing the entire number of shares entered against his name in the Depository Register and any second named proxy as an alternate to the first named or at the Company's option to treat the instrument of proxy as invalid; and
 - (b) a Member who is a relevant intermediary or a clearing house (or its nominee(s)) may appoint more than two proxies to attend, speak and vote at the same General Meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member. Where such Member's form of proxy appoints more than two 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) (a) In any case where a Member is a Depositor, the Company shall be entitled and bound:-
- (i) to reject any instrument of proxy lodged by that Depositor if he is not shown to have any shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting as certified by CDP or a clearing house to the Company; and
 - (ii) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered into against the name of that Depositor in the Depository Register as at 72 hours before the time of the relevant General Meeting as certified by CDP or a clearing house to the Company, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.
- (b) The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.
- (C) Where a Member appoints more than one proxy, the Member shall specify the proportion of his shares to be represented by each such proxy, failing which the nomination shall be deemed to be alternative.
- (D) A proxy need not be a Member of the Company.
69. (A) An instrument appointing a proxy for any Member shall be in writing in any usual or common form or in any other form which the Directors may approve (provided that this shall not preclude the use of the two-way form) and:-
- (a) in the case of an individual Member:

- (i) signed by the appointor or his attorney if the instrument of proxy is delivered personally or sent by post; or
 - (ii) authorised by that individual through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication; and
- (b) in the case of a Member which is a corporation:
- (i) either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation or limited liability partnership if the instrument of proxy is delivered personally or sent by post; or
 - (ii) authorised by that corporation or limited liability partnership through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication.

The Directors may, for the purposes of this Regulation, designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

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

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

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

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

as contemplated in Regulation 69(A)(a)(ii) and 69(A)(b)(ii) for application to such Members or class of Members as they may determine. Where the Directors do not so approve and designate in relation to a Member (whether of a class or otherwise), Regulation 69(A)(a)(i) and/or (as the case may be) Regulation 69(A)(b)(i) shall apply.

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

(a) if sent personally or by post, must be left at the Office or Registration Office or such other place (if any) as is specified for the purpose in the notice convening the General Meeting; or

(b) if submitted by electronic communication, must be received through such means as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the General Meeting,

and in either case not less than 72 hours before the time appointed for the holding of the General Meeting or adjourned General Meeting (or in the case of a poll before the time appointed for the taking of the poll) 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 70(A)(b). Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), Regulation 70(A)(a) shall apply.

(C) An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the General Meeting as for the meeting to which it relates, Provided

that an instrument of proxy relating to more than one 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.

71. 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 General Meeting.
72. A vote cast by proxy in accordance with the terms of an instrument of proxy (which for the purposes of this Constitution shall also include a power of attorney) shall not be invalidated by the previous death or 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 or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer 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 General Meeting or adjourned General Meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.
73. Subject to these Regulations and the Statutes, the Directors may, at their sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow Members who are unable to vote in person at any General Meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail or facsimile.
- 73A. 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 meeting of the Company 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. Each person so authorised under the provisions of this Regulation 73A 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)).
- 73B. (A) The Company shall keep in one or more books a Register of Members and shall enter therein the following particulars, that is to say:
 - (a) the name and address of each Member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;
 - (b) the date on which each person was entered in the Register of Members; and
 - (c) the date on which any person ceased to be a Member.(B) The Company may keep an overseas or local or other branch register of Members resident in any place, and the Directors may make and vary such regulations as it determines necessary, desirable or expedient in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.
- 73C. The Register of Members and branch register of Members, as the case may be, shall be open to inspection for at least two (2) hours on every business day by Members without charge or by any other person, upon a maximum payment of S\$1 (or its Hong Kong dollar equivalent based on the prevailing exchange rate as determined by the Directors) or such lesser sum specified by the Directors, at the Office or such other place at which the Register is kept in accordance with the Statutes or, if appropriate, upon a maximum payment of S\$1 (or its Hong Kong dollar equivalent based on the prevailing exchange rate as determined by the Directors) or such lesser sum specified by the Directors at the Registration Office. The Register of Members including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper or any other newspapers in accordance with the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock

Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Directors may determine and either generally or in respect of any class of shares.

- 73D. Notwithstanding any other provision of these Regulations, but subject to the rules of the Designated Stock Exchange, the Company or the Directors may fix any date as the record date for:
- (A) determining the Members entitled to receive any dividend, distribution, allotment or issue;
 - (B) determining the Members entitled to receive notice of and to vote at any general meeting of the Company.

CORPORATIONS ACTING BY REPRESENTATIVES

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

DIRECTORS

75. Subject as hereinafter provided, the Directors, all of whom shall be natural persons, shall not be fewer than two. The Company may by Ordinary Resolution from time to time vary the maximum number of Directors.
76. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a Member of the Company shall nevertheless be entitled to receive notice of and to attend and speak at General Meetings.
77. The ordinary remuneration of the Directors, which shall from time to time be determined by an Ordinary Resolution of the Company, shall not be increased except pursuant to an Ordinary Resolution passed at a General Meeting where notice of the proposed increase shall have been given in the notice convening the General Meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. The ordinary remuneration of an executive Director may not include a commission on or a percentage of turnover and the ordinary remuneration of a non-executive Director shall be a fixed sum, and not by a commission on or a percentage of profits or turnover.
78. Any Director who holds any executive office, or who serves on any committee of the Directors, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine, Provided that such extra remuneration (in case of an executive Director) shall not be by way of commission on or a percentage of turnover and (in the case of a non-executive Director) shall be a fixed sum, and not by a commission on or a percentage of profits or turnover.
79. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or General Meetings or otherwise in or about the business of the Company.
80. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director for the time being holding

any executive office and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.

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

- (B) Except as would, 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 these Regulations, and except as permitted under the Statutes, the Company shall not directly or indirectly:
- (a) make a loan to a Director or a director of any holding company of the Company or to any of their respective associates (as defined by the rules, where applicable, of the Designed Stock Exchange);
 - (b) enter into any guarantee or provide any security in connection with a loan made by any person to a Director or such a director; or
 - (c) if any one 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. Regulation 81A(B) shall only have effect for so long as the shares of the Company are listed on The Stock Exchange of Hong Kong Limited.
- (C) A Director shall not vote (nor be counted in the quorum) on any resolution of the Directors approving any transaction, contract or arrangement or any other proposal in which he or any of his close associates directly or indirectly has a personal material interest. If any question shall arise at any meeting of the Directors as to the materiality of the interest of a Director or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any Director to vote or form part of a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairman 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 Directors. Upon approval by a majority of the independent non-executive Directors, professional advisors at the cost of the Company can be engaged without the need to obtain prior approval from other Directors.
- (D) The provisions of this Regulation may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction by the Company in general meeting, and any particular contract, arrangement or transaction carried out in contravention of this Regulation may be ratified by ordinary resolution of the Company, subject to the Statutes and any applicable laws, provided that a Director whose action is being ratified by this ordinary resolution shall refrain from voting on this ordinary resolution as a shareholder at that general meeting.
82. (A) The Directors may from time to time appoint one or more of their body to be the Chairman or Deputy Chairman of the Company (whether such appointment is executive or non-executive in nature) or to be the holder of any executive office under the Company or under any other company in which the Company is in any way interested on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment.
- (B) The appointment of any Director to the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director shall automatically determine if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (C) The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

83. The Directors may entrust to and confer upon any Directors holding any executive office under the Company or any other company as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

MANAGING DIRECTORS

84. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors or such equivalent positions of the Company and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their places. Where such an appointment is for a fixed term, such term shall not exceed five years.
85. A Managing Director or a person holding an equivalent position shall be subject to the control of the Directors but subject thereto the Directors may from time to time entrust to and confer upon a Managing Director or a person holding an equivalent position for the time being such of the powers exercisable under these Regulations 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.
86. A 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 Managing Director.
87. The remuneration of a Managing Director shall from time to time be fixed by the Directors and may subject to these Regulations 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.

APPOINTMENT AND RETIREMENT OF DIRECTORS

88. The Company may by Ordinary Resolution appoint any person to be a Director either as an additional Director or to fill a casual vacancy. Without prejudice thereto but subject always to regulations 97 to 106, the Directors shall also have power at any time to do so at a meeting of Directors or a resolution in writing of Directors. Any person so appointed by the Directors shall hold office only until the next Annual General Meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
89. At each Annual General Meeting, one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation. For the avoidance of doubt, each Director shall retire at least once every three years.
90. The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as between persons who became or were last re-elected Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by ballot. A retiring Director shall be eligible for re-election.
91. The Company at a General Meeting at which a Director retires under any provision of these Regulations may by Ordinary Resolution fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default, the retiring Director shall be deemed to have been re-elected except in any of the following cases:-
- (a) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost; or

- (b) where such Director has given notice in writing to the Company that he is unwilling to be re-elected or where such Director is disqualified under the Statutes from holding office as a Director;
- (c) where such Director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds; or
- (d) where the default is due to the moving of a resolution in contravention of the next following Regulation.

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.

- 92. 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.
- 93. No person, other than a Director retiring at the meeting, shall, unless recommended by the Directors for re-election, be eligible for appointment as a Director at any general meeting unless not less than eleven clear days before the day appointed for the meeting there shall have been left at the Office notice in writing signed by some Member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such Member to propose him. Provided that in the case of a person recommended by the Directors for election nine clear days' notice only shall be necessary and notice of each and every candidate for election shall be served on all Members at least seven clear days prior to the meeting at which the election is to take place.
- 94. The office of a Director shall be vacated in any of the following events, namely:-
 - (a) if he shall cease to be a Director by virtue of the Act or become prohibited or disqualified by the Statutes or any other law from acting as a Director; or
 - (b) if (not being a Director holding any executive office for a fixed term) he shall resign by writing under his hand left at the Office or if he shall in writing offer to resign and the Directors shall resolve to accept such offer; or
 - (c) if he shall become bankrupt or have a receiving order made against him or shall make arrangement or composition with his creditors generally; or
 - (d) if he becomes of unsound mind or mentally disordered and incapable of managing himself or his affairs, or if in Singapore or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;
 - (e) is absent, for more than six months and without leave of the Directors, from meetings of the Directors held during that period;
 - (f) if he is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds, he shall immediately resign from the Board of Directors; or
 - (g) if he is removed by the Company in General Meeting pursuant to these Regulations.
- 95. The Company may in accordance with and subject to the provisions of the Statutes, by Ordinary Resolution of which special notice has been given, remove any Director (including a managing or other executive director) from office before the expiration of his period of office (notwithstanding any provision of these Regulations or of any agreement between the Company and such Director,

but without prejudice to any claim he may have for damages for breach of any such agreement) and appoint another person in place of a Director so removed from office, and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last appointed a Director. In default of such appointment the vacancy so arising may be filled by the Directors as a casual vacancy.

ALTERNATE DIRECTORS

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

MEETINGS AND PROCEEDINGS OF DIRECTORS

97. Subject to the provisions of these Regulations, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time, any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of Directors. Directors may participate in a meeting of the Directors by means of a conference telephone, video conferencing, audio visual, or other similar communications equipment by means of which all persons participating in the meeting can hear each other, without a Director being in the physical presence of another Director or Directors, and participation in a meeting pursuant to this provision shall constitute

presence in person at such meeting. The Directors for the time being entitled to receive notice of any meeting of the Directors (including any alternate for any Director) shall be entitled to notice of any meeting by telephone and to be linked by telephone, conference television or similar communication equipment or any other form of audio or audio-visual instantaneous communication for the purpose of such meeting. Notice of any such meeting may be given by means of electronic communication to all the Directors whether such Directors are within Singapore or otherwise. Any Director may waive notice of any meeting and any such waiver may be retroactive. A Director participating in a meeting in the manner aforesaid may also be taken into account in ascertaining the presence of a quorum at the meeting. Such a meeting shall be deemed to take place where the largest group of Directors physically present for the purpose of the meeting is assembled or, if there is no such group, where the Chairman of the meeting is physically present. Each of the Directors taking part and the Secretary must be able to hear each of the other Directors taking part subject as hereinafter mentioned throughout the meeting. At the commencement of the meeting each Director must acknowledge his presence to all the other Directors taking part. Unless he has previously obtained the consent of the Chairman of the meeting, a Director may not leave the meeting by disconnecting his telephone, conference television or similar communication equipment or any other form or audio or audio-visual instantaneous communication and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a Director's telephone, conference television or similar communication equipment or any other form or audio or audio-visual instantaneous communication is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone, conference television or similar communication equipment or any other form or audio or audio-visual instantaneous communication had not been disconnected. The minutes of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as the correct minutes by the chairman of the meeting.

98. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and unless so fixed at any other number, shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
99. Questions arising at any meeting of the Directors shall be determined by a majority of votes. In case of an equality of votes (except where only two 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 casting vote.
100. A Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any personal 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.
101. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Regulations, the continuing Directors or Director may, except in an emergency, act only for the purpose of filling up such vacancies or of summoning General Meetings, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Directors.
102. (A) The Directors may from time to time elect from their number a Chairman and a Deputy Chairman (or two or more Deputy Chairmen) and determine the period for which each is to hold office. The Deputy Chairman will perform the duties of the Chairman during the Chairman's absence for any reason. If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

(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.

103. A resolution in writing signed by the majority of the Directors or their alternates (who are not prohibited by these Regulations from voting on such resolutions), 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 and 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 any such Director by telefax, telex, cable or telegram or any form of electronic communication approved by the Directors for such purpose from time to time incorporating, if the Directors deem necessary, the use of security and/or identification procedures and devices approved by the Directors.
104. The Directors may delegate any of their powers or discretion to committees consisting of one 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. 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.
105. The meetings and proceedings of any such committee consisting of two or more Members shall be governed mutatis mutandis by the provisions of these Regulations regulating the meetings and proceedings of the Directors, so far as the same are not superseded by any regulations made by the Directors under the last preceding Regulation.
106. All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director or as a Member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was defect in the appointment of any of the persons acting as aforesaid, or that any such persons was at the time of his appointment not qualified for appointment or subsequently became disqualified or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or Member of the committee and had been entitled to vote.

AUDIT COMMITTEE

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

BORROWING POWERS

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

GENERAL POWERS OF DIRECTORS

109. The business and affairs of the Company shall be managed by or under the direction or supervision of the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these Regulations required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of this Constitution, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Regulation shall not be limited or restricted by any special authority or power given to the Directors by any other Regulation.
110. The Directors shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of the Company’s undertaking save in accordance with the Act.
111. The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Singapore or elsewhere, and may appoint any persons to be members of such

local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may 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.

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 these Regulations) 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.
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 Branch 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.
114. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
115. The Directors shall cause minutes to be duly made and entered in books provided for such purpose:-
 - (a) of all appointments of officers to be engaged in the management of the Company's affairs;
 - (b) of the names of the Directors present at all meetings of the Company, of the Directors and of any committee of Directors; and
 - (c) of all orders, resolutions and proceedings at all meetings of the Company, of the Directors and of any committee of Directors.

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

SECRETARY

116. The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit, two 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 (in particular Section 171 of the Act) and the listing rules of the Designated Stock Exchange. Anything required or authorised by these Regulations or the Statutes to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors Provided Always that any provision of these Regulations or the Statutes requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

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

KEEPING OF STATUTORY RECORDS

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

AUTHENTICATION OF DOCUMENTS

121. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any 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. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee, which is certified as aforesaid, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed, or as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting. Any authentication or certification made pursuant to this Regulation may be made by any electronic means approved by the Directors from time to time for such purpose incorporating, if the Directors deem necessary, the use of security procedures or devices approved by the Directors.

RESERVES

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

DIVIDENDS

123. The Company may by Ordinary Resolution declare Dividends but no such Dividend shall exceed the amount recommended by the Directors.
124. If and so far as in the opinion of the Directors, the profits of the Company justify such payments, the Directors may declare and pay the fixed Dividends on any class of shares carrying a fixed Dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim Dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit. Notice of declaration of any dividend, whether interim or otherwise, may be given by advertisement.
125. Subject to any rights or restrictions attached to any shares or class of shares and except as otherwise permitted under the Statutes:-
- (a) all Dividends in respect of shares must be paid in proportion to the number of shares held by a Member, but where shares are partly paid, all Dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and
 - (b) all Dividends must be apportioned and paid proportionately to the amounts so paid or credited as paid during any portion or portions of the period in respect of which the Dividend is paid.

For the purposes of this Regulation, an amount paid or credited as paid on a share in advance of a call is to be ignored.

126. (A) No Dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes. The payment by the Directors of any unclaimed dividends or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All Dividends remaining unclaimed after one year from having been first payable may be invested or otherwise made use of by the Directors for the benefit of the Company, and any Dividend or any such monies unclaimed after six (6) years from having been first payable shall be forfeited and shall revert to the Company provided always that the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the Dividend so forfeited to the person entitled thereto prior to the forfeiture. If CDP or a clearing house returns any such Dividend or monies to the Company, the relevant Depositor shall not have any right or claim in respect of such Dividend or monies against the Company if a period of six years has elapsed from the date of the declaration of such Dividend or the date on which such other monies are first payable.
- (B) A payment by the Company to CDP or a clearing house of any Dividend or other monies payable to a Depositor shall, to the extent of the payment made, discharge the Company from any liability to the Depositor in respect of that payment.
127. No Dividend or other monies payable on or in respect of a share shall bear interest as against the Company.
128. (A) The Directors may retain any Dividend or other monies payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

- (B) The Directors may retain the Dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same.
 - (C) A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
129. The waiver in whole or in part of any Dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the Member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.
130. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a Dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company or in any one or more of such ways) and the Directors shall give effect to such resolution. Where any difficulty arises with regard to such distribution, the Directors may settle the same as they think expedient and in particular, may issue fractional certificates, may fix the value for distribution of such specific assets or any part thereof, may determine that cash payments shall be made to any Member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.
131. Any Dividend or other monies payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address appearing in the Register of Members or (as the case may be) the Depository Register of the Member or person entitled thereto (or, if two or more persons are registered in the Register of Members or (as the case may be) entered in the Depository Register as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons) or to such person and such address as such Member or person or persons may by writing direct.
- Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
132. If two or more persons are registered in the Register of Members or (as the case may be) the Depository Register as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any Dividend, return of capital or other monies payable or property distributable on or in respect of the share.
133. Any resolution declaring a Dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares in the Register of Members or (as the case may be) the Depository Register at the close of business on a particular date and thereupon the Dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such Dividend of transferors and transferees of any such shares.
134. (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 on the ordinary 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; and
 - (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on 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 any provision of the Regulations to the contrary), the Directors shall be empowered to do all things necessary and convenient for the purpose of implementing the aforesaid including, without limitation, the making of each necessary allotment of shares and of each necessary appropriation, capitalisation, application, payment and distribution of funds which may be lawfully appropriated, capitalised, applied, paid or distributed for the purpose of the allotment and without prejudice to the generality of the foregoing the Directors may (i) capitalise and apply the amount standing to the credit of any of the Company's reserve accounts or any sum standing to the credit of the profit and loss account or otherwise for distribution as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis, or (ii) apply the sum which would otherwise have been payable in cash to the holders of the elected ordinary shares towards payment of 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 appropriation, capitalisation, application, payment and distribution of funds 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 fractional entitlements to shares (including, notwithstanding any provision to the contrary in these Regulations, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down), or whereby the benefit of fractional entitlements accrues to the Company rather than the Members) and to authorize any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such appropriation, capitalisation, application, payment and distribution of funds and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

- (c) 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 134.
- (C) The Directors may, on any occasion when they resolve as provided in paragraph (A) of this Regulation 134, determine that the 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 of Members or (as the case may be) 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 think fit, and in such event the provisions of this Regulation 134 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 134, further determine that no allotment of ordinary shares or rights of election for ordinary shares under that paragraph shall be made available or made to Members whose registered addresses entered the Register of Members or (as the case may be) the Depository Register is outside Singapore or to such other Members or class of Members as the Directors may in their sole discretion decide and in such event the only entitlements of the Members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.
- (E) Notwithstanding the foregoing provisions of this Regulation 134, if at any time after the Directors' resolution to apply the provisions of paragraph (A) of this Regulation 134 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 as they deem fit in the interest of the Company, cancel the proposed application of paragraph (A) of this Regulation 134.

BONUS ISSUES AND CAPITALISATION OF PROFITS AND RESERVES

135. (A) The Directors may, with the sanction of an Ordinary Resolution of the Company (including any Ordinary Resolution passed pursuant to Regulation 5(B)):
- (a) issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register of Members or (as the case may be) the Depository Register at the close of business on:
 - (i) the date of the Ordinary Resolution (or such other date as may be specified therein or determined as therein provided); or
 - (ii) (in the case of an Ordinary Resolution passed pursuant to Regulation 5(B)) such other date as may be determined by the Directors, in proportion to their then holdings of shares; and/or
 - (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 profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register of Members or (as the case may be) 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 5(B)) such other date as may be determined by the Directors,

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

- (B) The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue or capitalisation under this Regulation 135, 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 or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.
- (C) In addition and without prejudice to the powers provided for by this Regulation 135, the Directors shall have power to issue shares for which no consideration is payable and to capitalise any undivided profits or other monies 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 monies carried and standing to any reserve or reserves) and to apply such profits or other monies in paying up in full, 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 Members in General Meeting and on such terms as the Directors shall think fit.
- (D) The Directors may do all such acts and things considered necessary or expedient to give effect to any of the foregoing.

FINANCIAL STATEMENTS

- 136. (A) 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.
 - (B) Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes, shall be kept at the Office or at such other place as the Directors think fit. No Member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.
137. The Directors shall from time to time, in accordance with the provisions of the Statutes, cause to be prepared and to be laid before a General Meeting of the Company financial statements, balance sheets, reports, statements and other documents as may be prescribed by the said Act. Once at least in every year the Company financial statements, balance sheets, reports, statements and other documents as may be prescribed by the Statutes shall be examined and the correctness of such documents shall be ascertained by one or more Auditors.
138. A copy of the financial statements and Directors' report accompanied by the balance-sheet and profit and loss account or income and expenditure account (including every document required by law to be attached or thereto), which is duly audited and which is laid before the Company in General Meetings accompanied by a copy of the Auditor's report or the summary financial report, shall not less than twenty one clear days or twenty clear business days (whichever is longer) before the date

of the meeting be sent to every Member of the Company and to every other person who is entitled to receive notices of General meetings under the provisions of the Statutes or of these Regulations, Provided always 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 of whose address the Company is not aware, but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

AUDITORS

139. (A) An Auditor shall be appointed and his duties regulated in accordance with the provisions of the Act. Every Auditor of the Company shall have a right of access at all times to the accounting and other records of the Company and shall make his report as required by the Act.
- (B) Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.
140. An Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any Member is entitled to receive and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

NOTICES

141. (A) Any notice or document (including a share certificate and any "corporate communication" within the meaning ascribed thereto under the rules of the Designated Stock Exchange), whether or not, to be given or issued under these Regulations from the Company to a Member shall be in writing or by cable, telex or facsimile transaction message or other form of electronic transmission or communication and any such notice and document may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid cover addressed to such Member at his Singapore or Hong Kong registered address appearing in the Register of Members or (as the case may be) the Depository Register, or any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the notice being duly received by the Member or may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange, or to the extent permitted by the applicable laws, by placing it on the Company's website or the website of the Designated Stock Exchange, and giving to the member a notice stating that notice or other document is available there, or (as the case may be) CDP or a clearing house as his address for the service of notices, or by delivering it to such address as aforesaid. Where any notice or other document is served or delivered by post, service or delivery shall be deemed to have been served at the time the envelope or cover containing the same is posted, and in proving such service or delivery, it shall be sufficient to prove that such envelope or cover was properly addressed, stamped and posted. Every person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being registered in the Register of Members or in the Depository Register, as the case may be, shall be duly given to the person from whom he derives his title to such share. Nothing in this Regulation shall be construed as prohibiting the Company from sending, or entitling the Company not to send, notices or other documents of the Company to any Member whose registered address is outside Singapore and Hong Kong.

(B) Without prejudice to the provisions of Regulation 141(A), but subject otherwise to any applicable laws relating to electronic communications and the listing rules of the Designated Stock Exchange, any notice or document (including, without limitation, any accounts, balance sheet, financial statements or report) which is required or permitted to be given, sent or served under applicable laws or under this Constitution by the Company, or by the Directors, to a Member may be given, sent or served using electronic communications:

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

in accordance with the provisions of this Constitution and any applicable laws and the listing rules of the Designated Stock Exchange. For the avoidance of doubt, the usage of electronic communications for such notices and/or documents shall only be allowed if the listing rules of the Designated Stock Exchange subsequently allow for it.

(C) For the purposes of Regulation 141(B) above, a Member shall be implied to have agreed to receive such notice or document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document, unless otherwise provided under applicable laws.

(D) Notwithstanding Regulation 141(C) above, the Directors may, at their discretion, at any time give a Member an opportunity to elect within a specified period of time whether to receive such notice or document by way of electronic communications or as a physical copy, and such Member shall be deemed to have consented to receive such notice or document by way of electronic communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have a right to receive a physical copy of such notice or document, unless otherwise provided under applicable laws.

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

- (a) to the current address of a person pursuant to Regulation 141(B)(a), it shall be deemed to have been duly given, sent or served at the time of transmission of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery or "returned mail" reply message or any other error message indicating that the electronic communication was delayed or not successfully sent), unless otherwise provided under applicable laws; or
- (b) by making it available on a website pursuant to Regulation 141(B)(b), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, or unless otherwise provided under applicable laws.

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

143. 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) CDP or a clearing house an address within Singapore or Hong Kong for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the Member but for his death or bankruptcy would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid, any notice or document delivered or sent by post to or left at the registered address or given, sent or served by electronic communication to the current address (as the case may be) of any Member in pursuance of these Regulations shall, notwithstanding that such Member be then dead or bankrupt or in liquidation,

and whether or not the Company or (as the case may be) CDP or a clearing house have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member in the Register of Members or, where such Member is a Depositor, entered against his name in the Depository Register as sole or first-named joint holder.

144. A Member who (having no registered address within Singapore) has not supplied to the Company or (as the case may be) CDP an address within Singapore for the service of notices shall not be entitled to receive notices from the Company.

MEMBERS WHOSE WHEREABOUTS ARE UNKNOWN

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

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

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

WINDING UP

146. 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.
147. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the Liquidator may, with the authority of a Special Resolution, divide among the Members in specie or in kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members of different classes of Members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.
- 147A. On the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been ratified by the Members. The amount of such payment shall be notified to all Members at least seven days prior to the meeting at which it is to be considered.

INSURANCE

148. Subject to the Statutes and Regulation 150, to the maximum extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a person who is Director, Auditor, Secretary or other officer of the Company, including a person who is, at the request of the Company, a director or secretary of another company, or a director, secretary or other officer of a subsidiary of the Company, against costs, charges, losses, expenses and liabilities incurred by the person in the execution and discharge of his duties or in relation thereto including any liability by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company, unless the liability arises out of conduct involving any negligence, default, breach of duty or breach of trust in relation to the Company.

INDEMNITY

149. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, and other officer of the Company shall be entitled to be indemnified by the Company against all losses or liabilities incurred or to be incurred by him in the execution and discharge of his duties or in relation thereto including any liability by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company. Without prejudice to the generality of the foregoing, no Director or other officer of the Company shall be liable for any loss or expense which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, default, breach of duty or breach of trust.
150. The Company must not indemnify any person in respect of any costs, charges, losses, expenses and liabilities pursuant to Regulation 149, or pay any premium for a contract pursuant to Regulation 148, if and to the extent that the Company is prohibited by law from doing so.

PERSONAL DATA OF MEMBERS

151. (A) A Member who is a natural person is deemed to have consented to the collection, use and disclosure of his personal data (whether such personal data is provided by that Member or is collected through a third party) by the Company (or its agents or service providers) from time to time for any of the following purposes:

- (a) implementation and administration of any corporate action by the Company (or its agents or service providers);
 - (b) internal analysis and/or market research by the Company (or its agents or service providers);
 - (c) investor relations communications by the Company (or its agents or service providers);
 - (d) administration by the Company (or its agents or service providers) of that Member's holding of shares in the capital of the Company;
 - (e) implementation and administration of any service provided by the Company (or its agents or service providers) to its Members to receive notices of meetings, annual reports and other shareholder communications and/or for proxy appointment, whether by electronic means or otherwise;
 - (f) processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for any General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to any General Meeting (including any adjournment thereof);
 - (g) implementation and administration of, and compliance with, any provision of these Regulations;
 - (h) compliance with any applicable laws, listing rules, take-over rules, regulations and/or guidelines; and
 - (i) purposes which are reasonably related to any of the above purpose;
- (B) Any Member who appoints a proxy and/or representative for any General Meeting and/or any adjournment thereof is deemed to have warranted that where such Member discloses the personal data of such proxy and/or representative to the Company (or its agents or service providers), that Member has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy and/or representative for the purposes specified in Regulation 151(A)(f), and is deemed to have agreed to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of such Member's breach of warranty.

SECRECY

152. No Member shall be entitled to require the Company to disclose any information relating to any trade, business, product or process which is secret in nature which may relate to the conduct of the business of the Company and which the Directors determine to be inexpedient and inadvisable to communicate in the best interest of the Members save as may be authorised by law and as required by the Exchange pursuant to the Listing Manual.

ALTERATION OF REGULATIONS

153. 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 Regulation, or to change the name of the Company and as permitted in the circumstances provided under the Statutes.
154. There should not be any alteration in the Regulation to increase an existing member's liability to the Company unless such increase is agreed by such member in writing.

CONFLICT OF LAWS

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

C. 本公司組織章程

公司法（第 50 章）

公眾股份有限公司

ISDN Holdings Limited

億仕登控股有限公司

之

章程

成立於 2004 年 12 月 28 日

ShookLin & Bok LLP

訴務與事務律師

羅敏申路 1 號

AIA 大廈#18-00

新加坡郵編 048542

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公司法（第 50 章）

公眾股份有限公司

ISDN Holdings Limited

億仕登控股有限公司

之

章程

（經於 2019 年 4 月 30 日通過之特別決議案予以採納）

-
- A. 本公司名稱為 ISDN Holdings Limited。
- B. 本公司註冊辦事處將位於新加坡共和國。
- C. 股東的責任為有限。

1. 根據公司法第 50 章第 36(1)條規定的章程範本的規例不適用於本公司，在本章程中重複或包含者除外。
2. 於本章程中（倘並未有違主題或文義），下列首欄所示之詞彙或表述，具其旁所載之涵義。

「公司法」

公司法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，以及任何該等其後公司法所修改、修訂或重新立法或包含的任何條款的提述。

「地址」或「登記地址」

就任何股東而言，其個人或以郵寄方式收發通知或文件的實際地址，惟本章程所明確規定則除外。

「記賬證券」

上市證券：

- (a) 由存託人存於 CDP 或結算所（視乎情況而定）並以 CDP 或結算所或其各自代名人的名義登記的所有權文件；及
- (b) 以透過寄存登記冊記賬而非透過轉讓文據形式轉讓者。

「CDP」

由新加坡證券交易所有限公司成立的中央託收私人有限公司，或由部長所委任就證券及期貨法而言作為存託公司或公司的任何其他公司，此等公司作為營運中央存託系統以持有及轉讓記賬證券的無條件受託人。

「主席」

董事會主席或股東大會主席（視乎情況而定）。

「行政總裁」	本公司當時之行政總裁。
「結算所」	本公司股份上市或報價所在證券交易所所屬的司法權區當地法例所認可的結算所。
「聯繫人」	具有香港聯合交易所有限公司證券上市規則所賦予之涵義。
「公司」	不論如何稱述的上述公司。
「章程」	本章程或本公司現時生效之其他法規。
「當前地址」	具公司法所賦予之涵義。
「存託人」	於證券賬戶中存有股份的存託代理或直接賬戶持有人，惟不包括分賬戶持有人。
「存託代理」	<p>新加坡證券交易所有限公司的成員公司、一間信託公司（根據新加坡法例第 336 章信託公司法持牌）、一家根據新加坡法例第 19 章銀行法持牌的銀行、任何商業銀行（根據新加坡法例第 186 章新加坡金融管理局法案獲認可為金融機構），或屬於下列者而獲 CDP 批准的任何其他人士或機構：</p> <ul style="list-style-type: none"> (a) 根據 CDP 與存託代理訂立之存託代理協議的條款為分賬戶持有人履行存託代理服務； (b) 代分賬戶持有人向 CDP 存入記賬證券；及 (c) 以其名義在 CDP 開立賬戶。
「寄存登記冊」	CDP 或結算所（視乎情況而定）就記賬證券存置的登記冊。
「指定證券交易所」	新加坡證券交易所有限公司（只要本公司的股份於新加坡證券交易所有限公司上市及報價），香港聯合交易所有限公司（只要本公司的股份於香港聯合交易所有限公司上市及買賣）及／或本公司的股份上市或報價的其他證券交易所。
「直接賬戶持有人」	直接於 CDP 或結算所（視乎情況而定）而並非透過存託代理擁有證券賬戶的人士。
「董事」	包括作為本公司董事行事的任何人士及包括獲正式委任及當時作為替任董事行事的任何人士。
「董事會」	本公司當時的董事會，於出席董事會議時作為一個組織或作為法定人數。

「股息」	包括紅利及任何形式紅利付款。
「電子通訊」	具公司法所賦予之涵義，並應包括其任何法定修改、修訂或重新立法的含義。
「股東大會」	本公司股東大會。
「以書面形式」或「書面」	以書面方式或以任何方式替代書面方式所提供或部份以書面及部份以另一種方式提供，包括（除本章程另行明確規定或文義另有所指及在公司法所載任何局限、條件或限制的規限下）打印、平版印刷、打字及任何其他陳述或複製文字、符號或其他可能以可視形式呈現的其他資料的模式（無論以實體文件或以電子通訊或電子形式或任何其他方式）。
「開市日」	指定證券交易所開市進行證券買賣的日子。
「董事總經理」	董事委任為出任董事總經理的任何人士。
「股東」	本公司的登記股東。
「月」	曆月。
「辦事處」	本公司當時之註冊辦事處。
「普通決議」	具公司法所賦予之涵義。
「繳足」	繳足或記作繳足。
「股東名冊」	存置於董事不時釐定的新加坡境內或境外有關地點的本公司的股東名冊總冊及任何股東名冊分冊（倘適用）。
「註冊辦事處」	就任何類別股本而言，由董事不時釐定以存置該類別股本的股東名冊分冊及（除非董事另有指示）遞交該類別股本的過戶文件或其他所有權文件以便辦理登記及予以登記的地點。
「規例」	不時修訂的本章程規例。
「相關中介機構」	具公司法所賦予之涵義。
「印章」	本公司的公章。
「秘書」	董事會委任履行秘書職責的任何人士或倘兩名或以上人士獲委任出任聯席秘書，則為該等人士中任何一位。
「證券賬戶」	由存託人於 CDP 或結算所（視乎情況而定）存置的證券賬戶。
「證券及期貨法」	新加坡證券及期貨法（第 289 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影響本公司的法案，以及任何該等其後證券及期貨法所修改、修訂或重新立法或包含的任何條款的提述。

「股份」	本公司股本中的股份。
「特別決議」	具有章程所賦予之涵義。
「規程」	公司法、證券及期貨法及各項當時生效涉及公司及影響本公司的其他成文法律或法規（包括但不限於公司條例（香港法例第 622 章）及公司（清盤及雜項條文）條例（香港法例第 32 章））。
「年」	曆年。

規例中所有適用於繳足股份之條文將適用於股票，而「股份」及「股東」等詞將按而詮釋。

於規例中對股份或股份類別「持有人」之提述指將：

- (a) 不包括 CDP 或其代名人或結算所（視乎情況而定）之提述，惟倘規例另有明確提及或於規例中使用「登記持有人」除外；
- (b) 倘文義另有所指，被視為包括對其名字就有關股份記入寄存登記冊之存託人之提述；及
- (c) 除規例另有明確提及外，不包括就其以庫存股份持有之股份之本公司之提述。

而「持有」將按而詮釋。

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

受上文所限下，公司法或釋義法第 1 章所界定之任何詞彙或表述（倘並未有違主題或文義），在規例中具相同涵義。

在規例中提述任何成文法則，即成文法則不時生效之任何修訂或重新制定之提述。

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

本文的標題僅供參考，並不影響本章程的闡釋。

發行股份

- 3. (A) 在公司法及該等章程細則的規限下，未經本公司於股東大會上事先批准，董事不得發行股份，惟在第五條章程細則規限下，董事可按其認為適當的時間、條款及條件與代價（若有）向其認為適當的人士發行、配發股份，或授出股份的購股權或以其他方式處理或處置股份，而不論是否需要以現金支付其中任何部份金額（若有）。本公司亦可發行其必須贖回或可選擇贖回的優先股，贖回條款及方式由董事根據公司法釐定，前提是不得就未發行股份授出購股權，惟根據公司法及指定證券交易所上市規則授出則除外。

- (B) 在申請股份的條款及條件的規限下，董事會須於任何有關申請結束日期後十個開市日（或指定證券交易所可能批准的有關其他期限）配發所申請的股份。董事會可隨時於配發任何股份後但於任何人士於股東名冊登記為持有人前，確認承配人將放棄並將任何股份的權益轉予其他人士及賦予任何股份承配人放棄權利，惟須受董事會酌情施加的該等條款及條件規限。
- (C) 除非發行條件或該等章程細則另有規定，否則發行新股份須遵循規程及該等章程細則在配發、支付催繳股款、留置權、轉讓、傳轉、沒收或其他方面的規定。
- (D) 除本文所規定者外，在股東名稱或保存人名冊（視情況而定）登記為股東前，任何人士不得行使作為股東的任何權利或特權，並須就當時其所持的每股股份支付催繳股款及其他款項。
- 3A. 本公司並無法定股本及股份並無面值。不得發行不記名股票。
4. 本公司不得擁有任何庫存股份。
5. (A) 除非本公司於股東大會上作出任何相反的指示，或經指定證券交易所規則准許，所有新股份在發行前應在情況容許下按股東享有或持有的現有股份數目的比例向在要約發售之日（如董事會所釐定）有權自本公司收取股東大會通告的人士要約發售。首次向當時的任何類別股份持有人提呈發售新股份時，該要約應以通知方式作出，當中列明提呈的股份數目，並指出要約在未獲接納時將被視作拒絕受理的時限，而於上述時間到期或獲提呈要約的人士正式告知其拒絕接納要約股份後，董事會可按彼等認為最有利於本公司的方式處置該等股份。董事會同樣亦可（以新股份與有權獲提呈新股份之人士所持股份的比例為由或以分配新股份有任何其他困難為由）處置彼等認為無法根據本條章程細則方便地提呈的任何新股份。
- (B) 儘管有上述第 5(A) 條的規定，在規程條文的規限下，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條件的規限下：
- (a) (i) 不論以供股、紅股發行或以其他方式發行本公司股本中的股份（「股份」）；及／或
- (ii) 作出或授出可能或將要發行股份的要約、協議或購股權（統稱「該等工具」），包括但不限於增設及發行（以及調整）認股權證、債券或其他可轉換為股份的工具；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將予發行的股份）不得超過任何適用限額並遵循指定證券交易所規定的計算方式；

- (2) 於行使普通決議案所賦予的權力時，本公司須遵守指定證券交易所當時生效的上市規則（除非指定證券交易所豁免遵守相關規則）及該等章程細則；及
- (3) （除非獲本公司於股東大會上撤銷或更改）普通決議案所賦予的權力，於通過普通決議案後的下屆本公司股東週年大會結束，或法例規定須舉行本公司股東週年大會的日期，或公司法所規定的有關其他期限屆滿時（以最早者為準）不再有效。
- (C) 儘管有上文第 5(A) 及 5(B) 條的規定，在規程條文及指定證券交易所上市規則的規限下，本公司可授權董事不向根據國外證券法，在未登記股份、招股章程或其他文件的情況下不得向其提出要約的股東提呈發售新股份，惟可按本公司可能指定的有關條款及條件，代表相關股東出售新股份的權利。
6. 本公司可按董事會認為合適的利率或金額及方式，於發行任何股份時支付佣金或經紀費。有關佣金或經紀費可透過支付現金或全部或部份繳足股份或部份以一種方式及部份以另一方式支付。
7. 如本公司發行任何股份的目的在於籌集資金以支付任何工程或建築物的建築費用，或為提供長期無法盈利的任何工業裝置，則本公司可按當時已繳足的股本就有關期間支付利息，並在公司法所述的條件及限制規限下，以資本利息的形式將因此支付的款項入賬列作該等工程或建築物或提供工業裝置的部份建築成本。
8. (A) 優先股可在指定證券交易所規定的該等限制下予以發行。任何時候已發行優先股總數均不得超過已發行普通股總數。就收取通知、報告及資產負債表，以及出席本公司股東大會方面，優先股股東可享有與普通股股東同等的權利。優先股股東亦有權於任何就削減資本或清盤或批准出售本公司之業務而召開的任何股東大會上表決或有權就於股東大會上提呈直接影響彼等的權利及特權的或尚未收取的優先股股息多於六個月的建議投票。
- (B) 本公司有權進一步發行與已發行優先股享有同等權益或優於已發行優先股的優先股本。
- (C) 普通股以外的類別股份所附權利須於本章程加以表述。
- (D) 本公司可發行股份而不收取任何代價。
- 8A. 不得以直接或間接擁有任何股份權益之人士未能向本公司披露其權益為理由，援引任何權力凍結或以其他方式損害附於該股份的任何權利。

修訂權利

9. (A) 當本公司股本被分成不同類別的股份時，在公司法條文的規限下，任何類別附帶的特別權利的變更或廢除可經該類別已發行股份總數四分之三的持有人的書面同意，或經該類別（但不包括其他類別）股份持有人的獨立股東大會所通過的特別決議案的批准而作出，並可於本公司持續經營或正在或擬進行清盤時作出。有關本公司股東大會及其議程的所有規例條文，經必要改動後將適用於各有關獨立股東大會，惟必要的法定人數（除延期會議外）須為最少兩名持有或由受委代表代表該類別已發行股份總數最少三分之一的人士，而任何親身出席或由受委代表出席的該類別股份持有人均可要求進行投票表決。惟倘在有關股東大會上未能取得有關特別決議案所需要的必要大多數，則如取得由該類別已發行股份總數的四分之三持有人在該股東大會兩個月內提供的書面同意，書面同意將具有該股東大會的特別決議案的效力及作用。

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

股本變動

- 10. (A) 本公司可經普通決議案：
 - (a) 合併及分拆其所有或任何股本；
 - (b) 註銷在於有關決議案通過當日仍未獲任何人士認購或同意認購或已沒收的任何股份，並按所註銷股份數額削減其股本金額；
 - (c) 拆細其股份或其任何部份（在公司法、本組織章程及指定證券交易所上市規則有關條文許可的情況下），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；
 - (d) 受本章程及公司法條文的規限下，將其股本或任何類別股份由一種貨幣轉換為另一種貨幣；及／或
- (B) 在公司法規限下及根據公司法，本公司可通過特別決議案將一類股份轉換為另一類股份。
- 11. (A) 本公司可以法例許可的任何方式及在取得法例規定的任何授權及同意或確認的規限下削減其股本，削減其股本或任何其他不可分派儲備。
- (B) 根據規程（包括公司法）條文及指定證券交易所的任何適用規則（下文稱為「有關法例」）及在前述各項的規限下，本公司可按其不時認為屬適當的有關條款及方式及在本公司根據有關法律在股東大會規定的有關條款的規限下，動用本公司可分派溢利或發行新股份所得款項或其他資源，購買或以其他方式收購可贖回股份。本公司按上文所述購買或收購的任何股份將被視作在本公司購買或收購時即時註銷論。按上文所述註銷任何股份時，該股份隨附的權利及特權隨即失效。在任何其他情況下，本公司可根據有關法例，以有關法例准許的方式持有或處理其按以上所述購買或收購的任何有關股份。在不影響前述一般性的情況下，於註銷本公司根據該等章程細則及規程購買或以其他方式收購的任何股份時，本公司的已發行股份數目應按所註銷股份的數目減少，而倘已註銷股份乃從本公司股本中撥資購回或收購，則本公司股本應減少相應金額。如本公司並非通過市場或投標購買可贖回股份以作贖回時，購買價不得超過股東不時於股東大會所決定全面適用或指定購買交易的最高價。若以投標購買股份，則所有股東均可參加競投。

股票

12. (A) 獲發行之每張股票均須蓋有印章，並須載有最少任何兩名董事或一名董事及秘書或董事會事授權之其他人士的傳真簽名或親筆簽名，並須列明與其相關的股份數目及類別（不論是全部或部份之繳足股份），及就此繳足或（若有）未繳足之股款。傳真簽名可以透過機械式或其他方式複製，前提是複製簽名的方法或系統已事先獲本公司董事會批准。概無發行超過一類股份之股票。
(B) 本規例及第 13 至 16 條（如屬適用）的條文，不適用於轉讓記帳證券。
13. (A) 本公司無責任登記超過四名人士為股份之登記聯名持有人，惟已故股東之遺產執行人、管理人或受託人除外。
(B) 任何股份僅可發出一張股票。
(C) 倘股份以多名人士之名義聯名登記，本公司無須就此發行超過一張股票，本公司向該數名登記聯名持有人的其中一名交付一張股票即為對所有該等持有人的足夠交付。聯名股份的持有人，僅名列股東名冊首位的人士方有權獲寄發有關該股份的股票。
14. 其名字記入股東名冊作為股東之各名人士將有權於申請股份之截止日期後十個市場日（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的期間）內，或於提交可登記轉讓文據後十個市場日（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的期間）內，就任何類別之其所有股份獲取一張股票，或所配發或轉讓之股份一部份獲取各為合理面值之多張股票。
15. (A) 倘股東僅轉讓股票中部份股份或倘股東要求本公司註銷任何股票並發行新股票以按不同形式分拆其持有之股份，則舊股票須註銷並就有關股份之餘額（倘轉讓）及該股份的全部（倘分拆）發行新股票以取代，而有關股東須就各新股票（倘分拆）支付的費用不超過新加坡幣 2 元（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的其他費用）。倘股票所代表之股份僅有其部份轉讓，則就餘下股份另發一張新股票取代，且不收取任何費用。

- (B) 任何人士持有代表任何一個類別之股份所之任何一張或以上之股票，可在該名人士要求下被註銷，並免費就該等股份發行一張新股票作替代。
16. 在公司法條文的規限下，倘任何股票有任何塗損、破爛、損毀、丟失或失竊，股東、承讓人、權利人、買方、指定證券交易所的成員商行或成員公司或按本公司董事要求代表其客戶，可提出證據並發出彌償保證函件（若有需要）而更新股票，惟（倘為塗損或破爛）須交出舊股票，並在任何情況下支付董事會不時所要求之不超過新加坡幣 2 元的款項（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的其他費用）。倘股票損毀、丟失或失竊，則有權獲發新股票的股東或人士，須承擔損失，並向本公司支付有關本公司調查有關損毀或損失之證據的相關所有開支。
- 16A. 倘股份以多名人士之名義聯名登記，則任何一名登記聯名持有人可作出任何有關要求。

催繳股款

17. 董事會可不時向股東催繳有關彼等所持股份尚未繳付之款項，惟須受有關發行之條款所限。催繳股款被視作於董事會授權催繳之決議案通過當日作出並可要求分期繳付。
18. 各股東須於指定時間及地點（惟須對其發出不少於十四日的通知，指明付款日期及地點）向本公司支付催繳股款之款項。聯名股份持有人須共同及各別對有關股份之所有催繳、分期付款及利息（若有）負責。董事可決定撤回或延遲催繳股款。
19. 倘任何股份的催繳股款在指定付款日期或該日之前尚未繳付，則欠款人士須按董事會所決定的利率（不超過年息 8 厘）支付由指定付款日期至實際付款日期間有關款項的利息，但董事可在任何情況下豁免繳付全部或部份利息。
20. 於配發時或於任何指定日期按股份發行條款應付的任何款項就規例之所有目的而言視為已正式作出催繳及應於發行條款規定的指定付款日期支付，及倘並未支付，則規例有關支付利息及開支、沒收或其他方面的所有規定應適用，猶如該款項已因正式作出催繳及通知而成為到期應付。
21. 董事會有權在發行股份時對持有人訂定不同的催繳股款金額及繳交時限。
22. (A) 董事會若認為合適，可向任何願意預繳股款之股東收取有關其持有股份之全部或部份未催繳及未付股款，而於提前付款之款項按此規定預繳及收到款項後，與之有關的責任（直至及在該等提前付款須予支付的範圍內）須予終止，本公司可按經董事會與墊款股東同意的利率（不超過年息 8 厘，除非本公司於股東大會上另有指示）支付利息。提前支付催繳股款的股本不得在有利息的情況下賦予參與其後宣派的利潤之權利，直至撥款償還的任何催繳股款須視為貸款予本公司，而並非作為其股本的一部份，並須於董事會指示的任何時間償還。

- (B) 董事會可將所有可就任何股份宣派的任何股息用以支付該等股份仍未付款的所有催繳股款或應支付的分期股款。

沒收股份及留置權

23. 如股東於到期繳付日未能支付任何催繳股款或催繳股款的分期款項，董事會可其後任何時間，向其送達要求繳付未繳付的催繳股款或分期款項連同應計利息及因未繳款而本公司可能產生的任何費用的通知。
24. 該通知須註明另一最後付款日期（不早於送達該通知日期後十四日），以及通知所要求付款的地點，並表明若仍未能根據有關指示付款，則有關催繳股款的股份可遭沒收。
25. 若股東不依有關通知的要求辦理，則就發出通知涉及之股份可於其後任何時間，在支付有關之所有催繳以及利息及開支前，隨時由董事通過決議案予以沒收。沒收將包括有關被沒收股份的所有已宣派但於沒收前仍未實際支付的股息。董事會可接受股東交回任何須予沒收的股份。
26. 所沒收或交回之股份為本公司之財產，可按董事會認為合適之條款及形式向在有關沒收或交回前為有關股份之持有人或有權取得有關股份之人士，或向任何其他人士出售、再配發或另行處置，而在有關出售、再配發或處置前任何時間，所沒收或交回之股份可按董事會認為合適之條款註銷。董事會可在有需要時授權某些人士轉讓或進行轉讓已沒收或交回股份予上述之任何其他人士。董事會可於任何時間在任何出售、再配發或另行處置的任何股份被沒收或交回之前，按董事會認為合適之條款取消沒收或放棄。
27. 股份被沒收或已交回人士將不再為有關股份之股東，而雖然已被沒收或交回股份，惟仍有責任向本公司支付於沒收或交回之日就該等股份現時應付予本公司之全部款項，連同由沒收或交回之日起至付款日期為止期間以年息 8 厘（或董事會可能釐定之較低利率）計算的利息，而董事會可全權酌情強制執行付款，而無須就沒收或交回時股份之價值作任何準備，或豁免全部或部份付款。
28. 本公司將對各股份（非繳足股份）及就此而宣派或應付之股息擁有首要的留置權。有關留置權將限於其關款項已到期及未付之特定股份之未繳催繳及分期，以及本公司可能因法律而就股東或已故股東股份催繳之金額。董事會可豁免可能產生之任何留置權，並可能議決任何股份在若干有限期間豁免遵守本規例第 28 條之全部或部份條文。
29. (A) 本公司可以董事會認為適合的方式出售本公司擁有留置權之股份，惟除非存在留置權股份之某些款額目前應付，且直至已向當時的股份登記持有人或有權進行股份轉讓的人士，並已向本公司發出令人滿意的證據證明其能力及繳付欠繳股款的人士（若有）發出書面通告（表明及要求支付現時應付款項之通知以及倘未能付款則有意出售股份之通知後十四日內）後已屆滿十四日，否則不得出售有關股份。惟股東身故或精神紊亂，以及無能力管理其本身或事務或破產之人士，任何人都不得向本公司發出令人滿意的證據證明他有權轉讓該股東持有的股份，董事會可行使該等售賣權而無須送達任何有關通知。

- (B) 倘被沒收或出售股份以履行本公司的留置權，在沒收或出售之前對該股份享有權益之股東或其他人士應向本公司送交及立即送交其持有之被沒收或出售股份之股票。
30. 於支付未繳付的債項及債務（包括催繳股款及累計利息）之出售之開支後有關出售之所得款項餘額，將向出售時有權獲取股份之人士或其遺產執行人、遺產管理人或其可能指示之承讓人支付。就使任何有關出售生效而言，董事可授權部份人士轉讓或進行轉讓出售予買方之股份。
31. 以本公司董事或秘書為聲明人作出的法定聲明及本公司股份於聲明所述日期遭正式沒收、交回、出售或處置以滿足本公司留置權，即為具決定性的事實證據，藉此，任何人士不得宣稱擁有該股份。有關聲明及本公司收取就出售、再配發或處置所給之代價（若有）連同（倘有需要）交付予有關買方（或倘買方為存託人，予寄存登記冊）或有關之承配人之股票，將（若有需要，簽立轉讓文件）構成股份之良好擁有權，而股份將以被出售、再配發或處置之人士之名義登記，或倘有關人士為存託人，本公司須促使其名稱將就所出售、再配發或出售之股份而記入寄存登記冊。有關人士無須理會購買款項（若有）的運用情況，其於該股份的所有權概不會因股份沒收、交回、再配發或處置程序有任何不合規則或無效之處而受影響。

股份轉讓

32. (A) 所有股份轉讓須以書面轉讓文據進行，並須以董事會及指定證券交易所當時批准的形式。
- (B) 所有股份法律擁有權之轉讓須以本公司可能上市之證券交易所當時批准的形式或倘未有該批准的形式，則以董事可能接受之任何其他方式，由股份之登記持有人以書面轉讓文據方式生效。轉讓文據須由轉讓人及承讓人雙方或彼等的代表簽署及有見證人在旁，惟倘轉讓人或承讓人為 CDP 或結算所，則轉讓文據雖非由或代 CDP 或結算所簽署或見證，其仍具效力，或倘轉讓人或承讓人為結算所（或其代名人），則轉讓文據須以親筆或機印方式簽署或董事會可能不時批准的其他簽立方式進行。轉讓人仍被視為該等股份的持有人，直至承讓人的姓名在股東名冊列為有關股份持有人。
- (C) 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。
33. 於董事可能不時釐定的有關時間及有關期間，股東名冊及轉讓名稱可暫停登記以及過戶登記可能暫停，惟有關名稱在任何一年不得暫停登記超過三十日，而本公司須就每次有關暫停登記向指定證券交易所發出事先通知（可能根據規定），闡述作出有關暫停登記的期間及目的。
34. (A) 概無限制轉讓繳足股份（除法律或規則、規例或指定證券交易所的上市規則規定外），惟董事會可酌情拒絕登記任何本公司擁有留置權的股份的轉讓，而倘股份為未繳足股款，則可拒絕登記向彼等並不批准的承讓人的轉讓（在指定證券交易所上市規則允許之情況下），惟倘董事會拒絕股份登記轉讓，本公司須於作出有關股份轉讓申請日期起計的十個市場日內（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的期間），向申請人發出書面通告，根據法規的規定闡明合理拒絕之事實。

- (B) 倘若董事會拒絕登記任何股份的轉讓，則其將於本公司收到轉讓申請後十個市場日內（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的期間）按照公司法的要求向各轉讓人及承讓人發出有關拒絕的通知。
- (C) 董事會可拒絕登記任何股份轉讓文據，除非：
- (a) 董事會不時規定不超過新加坡幣 2 元（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的有關費用）已就股份轉讓支付予本公司；
 - (b) 根據當時生效而有關印花稅的任何法律可就各轉讓文據收取的適當稅項金額（若有）已獲支付；
 - (c) 轉讓文據已存放於辦事處或董事會可能指定的有關其他地點（若有），連同繳付印花稅證書（如根據當其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）、與轉讓有關的股票及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及（倘轉讓文據乃由其他人士代表簽立）該名人士如此行事的權利；及
 - (d) 轉讓文據只涉及一類股份。
35. 所有已登記的轉讓過戶文據均須由本公司保管，但任何董事拒絕登記的轉讓過戶文據，須退還送交人士（詐騙除外）。
36. 本公司有權銷毀所有不時已登記，並由登記日期後已屆滿六年之轉讓文據；並由記錄日期後已屆滿六年之股息委託文件和更改地址通知書；及所有已被註銷，並由註銷日期後已屆滿六年之股票，並應為本公司的利益而不可推翻地推定，每項基於已被銷毀的轉讓文據或其他文件而登記於股東名冊的事項，均是適當地及正確地作出；而每份被銷毀的轉讓文據均是有效的文件，並已被適當地及正確地登記；而每張已被適當地及正確地註銷的股票以及任何其他於上文中提及的文件，均為根據本公司之簿冊及紀錄之有效文件，惟：
- (a) 本條文只適用於在真誠行事下銷毀之文件，以及並無收到知會有關文件之申索（不論任何一方）下進行銷毀；
 - (b) 本條文並不應被理解為把早於上述期限銷毀文件的責任加諸本公司，或在任何其他情況下，不會在沒有本條文的情況下把該責任加諸本公司；
 - (c) 本條文對任何文件銷毀之提述，包括以任何形式處置該等文件。

- 36A. 除另有規定外，根據指定證券交易所之條規及任何適用規則，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），否則股東名冊總冊的股份不得轉讓至任何股東名冊分冊，而任何股東名冊分冊的股份亦不得轉讓至股東名冊總冊或任何其他股東名冊分冊。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；而與名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規程存置名冊的其他地點作登記。

股份轉交

37. (A) 倘其名字記入股東名冊之股東身故，則其一位或以上尚存人（倘死者為聯名持有人）及已故股東之遺產執行人或遺產管理人（倘其為單一或唯一尚存持有人）將為就擁有其於股份中權益而獲本公司認可的唯一人士。
- (B) 倘為 CDP 之股東身故，則其一位或以上尚存人（倘死者為聯名持有人）及已故股東之遺產執行人或遺產管理人（倘其為單一或唯一尚存持有人且該遺產執行人或遺產管理人已就其已故股東之任何股份記入寄存登記冊）將為就擁有其於股份中權益而獲本公司認可的唯一人士。
- (C) 本規例所述概並非用以解除已故持有人（不論單一或聯名）的遺產就其持有的任何股份涉及的任何責任。
38. (A) 因其名字記入股東名冊之人士身故或破產而有權擁有股份的任何人士，因其名字記入股東名冊而有權擁有股份的法律擁有權之任何嬰兒的監護人，任何擁有管理其名字記入股東名冊之股東遺產之權利之人士，以及精神紊亂及無能力管理其本身或事務的人士（在以下所述規限下）於向本公司出示董事會不時合理正式要求以顯示其於股份的法律所有權證據後，可選擇登記成為股份持有人或提名其他人士登記為該股份的受讓人。於任何情況下，董事會有權拒絕或暫停辦理股份過戶登記手續，猶如股東轉讓股份的情況般。
- (B) 上述如此成為有權享有股份之人士，如選擇將其本人登記，應向本公司交付或送交一份由其本人簽署並述明所作選擇之書面通告（以董事會不時批准的形式）。倘該人士選擇以他人之名義登記，則須將有關股份過戶予該人以證實其選擇。本章程規例中一切關於股份轉讓權利及股份轉讓登記的限定、限制及條文，均適用於前述的通知或股份轉讓書，猶如股份並未轉交，而有關的通知或股份轉讓書是由該股東簽署的股份轉讓書一樣。
39. (A) 除規例另有規定或根據規例者外，因股份轉交（於向本公司出示董事會不時要求以顯示其於股份的所有權證據後）而有權擁有股份的人士，應有權獲得相同於倘其為股份持有人而有權獲得的股息及其他利益，惟該人士在股東名冊登記為股東或其名字記入有關其股份之寄存登記冊之前，其無權就該股份（除獲董事會授權下）行使股東就本公司會議所獲授的任何權利。
- (B) 董事會可隨時發出通知，要求該人作出選擇以將自己登記或將股份轉讓；如該人在九十天內沒有遵從該通知，董事會可於其後不予支付有關該股份的任何股息或其他款項，直至通知內的要求已獲遵從為止。

40. 就任何遺囑認證書或遺產管理書或死亡證明書、停止通知書或委任書，或登記有關或影響所涉股份的所有權或就相關股份記入股東登記冊，向本公司支付不超過新加坡幣 2 元（或董事會依據指定證券交易所可能不時規定的該等限制所釐定的其他費用）之費用。

中央 CDP

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

股票排除

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

股額

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

股東大會

46. 除公司法另行允許外，股東週年大會須每年舉行一次，時間（上一次舉行股東週年大會後十五個月內）和地點由董事會釐定（受限於指定證券交易所上市規則）。如指定證券交易所上市規則有規定，所有股東大會均須在新加坡舉行，除非本公司註冊成立地區的有關法律及法規禁止，或指定證券交易所豁免該等規定。所有其他股東大會須稱為股東特別大會。本公司財政年度終結至本公司股東週年大會日期的間隔，不得超過四個月或司法和規例及指定證券交易所上市規則或不時適用於本公司的其他法例規定的期間。
47. 董事會倘認為合適及倘法規有所規定，可適當地隨時召開股東特別大會；或如沒有請求，股東特別大會可由於遞交要求當日持有有權於本公司股東大會投票的本公司繳足股本不少於十分一的提出要求的人士召開。

股東大會通告

48. 在規程可能不時訂明的有關其他最短期限規限下，股東週年大會須通過發出不少於二十一個整日或二十個完整營業日（以較長者為準）的通告予以召開，而任何於會上考慮通過特別決議案的股東特別大會，須通過發出不少於二十一個整日或二十個完整營業日（以較長者為準）的通告予以召開。所有其他股東特別大會則可通過發出不少於十四個整日及不少於十個完整營業日（以較長者為準）的通告予以召開。在各情況下，通告期間不包括送達或視為送達的日期，亦不包括股東大會將予舉行的日期，並須按下文所述方式向全體股東發出，但不包括根據章程細則條文無權從本公司收取有關通告的人士，惟倘符合下列情況，即使召開股東大會通告期較上文所述者短，則仍被視為已被正式召開：

- (a) 如為召開股東週年大會，由全體有權出席及表決的股東同意；及
- (b) 如為股東特別大會，由有權出席並在會上表決的大多數股東同意，而該大多數是指不少於有權在會上表決的全體股東總表決權的 95%。

倘因意外遺漏向任何有權收取通知的人士發出通知或因意外致使任何有權收取通知的人士未能收到通知，概不會導致任何股東大會的程序失效。倘任何股東特別大會提呈通過特別決議案，任何股東大會須提前至少十四個整日或十個完整營業日（以較長者為準）以廣告形式在日常新聞中向股東通知並向指定證券交易所作出書面通知（不包括通知日期及大會日期），倘為任何股東週年大會，則須提前至少二十一個整日或二十個完整營業日（以較長者為準）以廣告形式在日常新聞中向股東通知有關股東特別大會並向指定證券交易所作出書面通知（不包括通知日期及大會日期）。

- 49. (A) 召開股東大會的每份通告須註明會議地點及日期與時間。並應在每份通告的合理顯眼位置載列有權出席及表決的股東，有權委任超過一名或多名委任代表代其出席及表決，且委任代表毋須為本公司股東的陳述。
 - (B) 如屬股東週年大會，其通告亦須註明該會議為股東週年大會。
 - (C) 如在大會上需處理例行事務（「特別事務」）以外事項，則通告須指明該事項的一般性質；如擬提呈任何特別決議案，該通告須載明其為特別決議案。
50. 例行事務指並應包括僅在股東週年大會上處理的下列事項，即：
- (a) 宣派股息；
 - (b) 收取及採納財務報表、董事會報告及核數師報告及按規定須附帶或附錄於財務報表的其他文件；
 - (c) 委聘或續聘董事以填補因董事退任（不論因輪席告退或其他）而於大會產生的空缺；
 - (d) 委聘或續聘退任核數師（除非有關核數師最近並非於本公司股東大會委任）；
 - (e) 釐定核數師酬金或決定有關酬金的釐定方式；及
 - (f) 釐定董事袍金。
51. 考慮特別事務之股東大會之任何通告，須附帶一份陳述，說明有關該特別事項的任何提呈決議案對本公司的影響。

股東大會議程

52. 董事會主席（或倘其未能出任，則為副主席）須出任股東大會主席。倘並無主席或副主席，或倘於任何會議上，主席或副主席在會議指定舉行時間後五分鐘內仍未出席及不願出任，則出席會議的董事可在彼等當中選舉一名董事擔任會議主席（或倘概無董事出席或倘所有出席董事拒絕出任主席，則出席股東可選擇一名股東）出任主席。

53. 除委任大會主席外，在任何股東大會上，除非在開始進行處理事務時有構成法定人數的股東出席，否則不得在會上處理事務。除本條例另作規定者外，任何股東大會之法定人數為由親身出席或委任代表出席的兩名股東，惟(i) 就為確定是否有足夠法定人數而言，代表多於一名股東的受委代表只計算為一名股東；及(ii) 就為確定是否有足夠法定人數而言，如股東由多於一名受委代表代表，則該股東的受委代表只可計算為一名股東。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，如根據第 74 條的條文代表，須當作親身出席。
54. 倘於股東大會指定舉行時間後三十分鐘（或大會主席可能認為適合之較長時間）內出席人數未達法定人數，則（倘大會乃應股東要求而召開）須予解散。在任何其他情況下，則須押後至下星期同日同一時間及地點（或倘該日為公眾假期，則為該公眾假期後之下一個營業日）或董事會透過發出不少於十日通知而可能指定的其他時間及地點舉行。
55. 在有法定人數出席的任何股東大會上取得同意後，大會主席可（及倘大會作出如此指示則須）不時押後會議（或休會）或另定舉行地點，惟於任何續會上，除處理於大會押後時已可能合法處理的事務外，概不得處理其他事務。倘大會休會，則續會之時間及地點將由董事釐定。倘大會押後三十日或以上或休會，則須按照原會議的形式發出不少於七日的續會通知。
56. 除前文所述者外，無須就舉行續會或續會所審議的事項發出任何續會通告。
57. 倘對所考慮之任何決議案提呈修訂，惟大會主席真誠判定為不當，則對有關決議案之議程不會因有關判決之任何錯誤而失效。倘以特別決議案形式正式提呈決議案，則在任何情況下不能考慮任何修訂（僅為對明顯錯誤而作出文據修訂除外）或就此作表決。
58. (A) 於任何股東大會上，所有在大會上進行表決的決議必須以投票方式表決，惟指定證券交易所規定豁免者除外。
- (B) 倘票數計入任何不應計入或可能遭拒絕的票，該項失誤不得導致表決結果無效，惟於同一股東大會或其任何續會中指出此失誤則除外，且僅於主席認為具足夠相關性才使然。
59. 除非需要進行投票，否則大會主席宣佈決議案獲通過、或一致通過、或按特定大多數通過、或已否決決議案，及在會議記錄冊內記錄，即屬有關事實的決定性證據，而毋須證明贊成或反對有關決議案的投票數目或比例。倘須進行投票表決，進行方式（包括使用投票箱或表決紙或票或電子方式）須依從股東大會主席指示，而投票結果須視為要求進行投票表決的大會上的決議案。股東大會主席可（及倘指定證券交易所的上市規則規定或倘大會有所指示）委任監票人，並可押後舉行大會至主席釐定的地點及時間，以宣佈投票結果。
60. 如果贊成票與反對票相等（無論以舉手或投票方式表決），股東大會主席有權在以舉手或投票方式表決的股東大會上投決定票。

61. (A) 對選出會議主席或任何有關續會的事項之表決，須即時在該大會上進行。對任何問題所要求之表決，須即時進行或於主席可能指示之較後時間（不得超過會議日期後三十日）及地點進行。若投票方式表決不是隨即進行便無須發出通告。
- (B) 在任何會議的主席宣布大會結束後，如已離席，則不得以任何藉口提出或討論任何事務或問題。

股東投票

62. (A) 在表決所附任何特別權利、優先權或限制規限下或根據該等章程細則有關任何類別股份的相關規定，享有表決全的各名股東可親身或委任代表進行表決。
- (B) 以舉手方式表決時，每名親自或由受委代表出席的股東均可投一票，惟
- (a) 倘股東並非相關中間人或一家結算所（或其代名人）並委任兩名代表為出席，則股東決定（或股東未決定，由大會或主席授權人士決定）的兩名委任代表，僅其中一名將有權全權酌情以舉手方式進行表決；及
 - (b) 如屬相關中介機構或結算所（或其代名人），並由兩名或以上受委代表出席之股東，則每名受委代表有權以舉手表決方式表決。
- (C) 倘以投票方式表決，親身或委任代表出席的每名股東將可就其所持或代表的每一股份投一票。
- (D) 為釐定股東（存託人）或其受委代表於任何股東大會投票表決時的票數，所持有或代表的股份就該名存託人的股份而言，指於相關股東大會舉行前 72 小時經 CDP 或結算所向本公司核證，以其名稱載於寄存登記冊內的股份數目。在破產期間，破產之股東不得行使其作為股東出席任何股東大會或在會上投票或行事的權利。
- 62A. 倘本公司得悉任何股東根據指定證券交易所規則須就本公司任何特定決議案放棄投票，或受限制僅可就本公司任何特定決議案投贊成票或僅可投反對票，則該股東或其代表違反有關規定或限制而作出的表決一概不予計算。
63. 倘屬任何股份之聯名登記持有人，其中任何一名持有人可於大會上就有關股份投票（無論親身或透過委任代表）或計入法定人數，猶如其為唯一有權投票人，惟倘超過一名該等聯名登記持有人出席大會，則排名最先之持有人（不論親身或受委代表）的投票方獲接納，其他聯名持有人之投票一律不獲接納；就此而言，聯名持有人之排名先後乃根據股東名冊或（視乎情況而定）有關股份之寄存登記冊內之排名次序決定。就本條規例而言，身故股東的多名遺囑執行人或遺產管理人應被視為有關股份的聯名持有人。
64. 倘於新加坡或其他地區由聲稱就此擁有司法權的任何法院委任任何接管人或其他人士（無論以任何名稱），按精神紊亂理由（無論如何擬定）就任何股東的財產或事務行使權力，董事可全權酌情在及有待提供董事會可能要求的該等委任證據後，准許該接管人或其他人士代表該股東於任何股東大會上親身或由受委代表表決，或就本公司大會行使股東身份所賦予的任何其他權利。

65. 任何因其持有股份而有權親自或派出代表在股東大會上投票或行使其為在該股東會議上作為股東所賦予的權力，在付清其所持有股份的催繳股款通知書或其他可以立即支付的款項之前不可以在該股東大會上進行表決。
66. 任何人士均不得對任何投票人之可接納性提出異議，惟在反對投票之大會或續會上提出或表示異議者則除外。任何提出之異議，均須交由股東大會主席處理，其決定即為最終及具決定性。
67. 以投票方式表決時，股東可親自投票或由代表投票，而有權投超過一票的股東無須行使其全部投票權，或以相同方式行使其全部的投票權。
68. (A) 除法規另有其他規定外：
- (a) 如非屬相關中介機構或結算所（或其代名人），股東可委任不多於兩名代表出席同一次股東大會並在會上發言及表決。若該股東之受委代表表格委任一位以上代表，則每名代表代表的有關股份的比例須在受委代表表格中指明。如未指定比例，則本公司有權將首位代表視為代表在寄存登記冊中以其名義輸入的全部股份數目，以及任何第二位代表作為首位代表的替代人，或本公司有權選擇將代表委任文據視為無效；及
 - (b) 如屬相關中介機構或結算所（或其代名人），股東可委任兩名以上代表出席同一次股東大會並在會上發言及表決，惟每名代表必須獲委任以行使該等股東持有的不同股份所附帶的權利。若該受委代表表格委任兩名以上代表，則委任代表代表的股份數目及類別須在受委代表表格中指明。
- (B) (a) 惟須倘股東為存託人，則本公司應有權及必須：
- (i) 倘於相關股東大會舉行時間前 72 小時於由 CDP 或清算所向本公司核證的寄存登記冊中並無顯示有任何以存託人名義登記的股份，則拒絕該存託人遞交的任何委任文據；及
 - (ii) 接納於相關股東大會舉行時間前 72 小時於由 CDP 或清算所向本公司核證的寄存登記冊中以存託人名義登記的股份數目為存託人委任的受委代表於投票表決時合共可投的最高票數，而不論有關票數乃大於或小於由該存託人遞交的委任文據中指定的數目。
- (b) 本公司有權並須於釐定有關向其提交之填妥受委代表文據之投票及其他事宜之權利時，依據受委代表文據所作出之指示（若有）以及附註（若有）。
- (C) 倘受委代表表格委任超過一名受委代表，則須在受委代表表格列明該受委代表所代表的有關持份比例，否則該提名應被視為替代。
- (D) 受委代表毋須為本公司股東。
69. (A) 委任受委代表之文據須以任何常用或一般書面形式或董事可能批准之形式作出（惟此不妨礙同時使用兩種形式）並：
- (a) 倘為個人：

- (i) 由委任人或其受權人簽署，如代表委任文據以專人交收或以郵遞方式送交；或
- (ii) 由該人藉由董事會批准的該等方法及方式授權，若文據透過電子通訊提交；及
- (b) 倘股東為公司：
 - (i) 如代表委任文據以專人交收或以郵遞方式送交，則由代理人或正式授權的法團或有限責任合夥公司之高級人員代其簽署蓋印；或
 - (ii) 如文據以電子通訊方式提交，則該法團或有限責任合夥公司以董事會批准的該等方法及方式授權。

董事會可為本規例的目的指定認證任何該等文據的程序，而任何未經使用該等程序而認證的文據，將視作本公司並未收到。

(B) 於該文據之簽署無須由見證人見證。倘委任受委代表之文據由受權人代委任人簽署，則有關之函件或授權書或其正式核實之副本（倘之前未於本公司登記）須根據下一條規則與受委代表之文據一併提交，倘未能如此，則文據可能被視為無效。

(C) 董事會可全權決定：

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

根據規例第 69(A)(a)(ii) 條及第 69(A)(b)(ii) 條之規定，可適用於其所釐定的股東或類別股東。如董事並未如此批准及指定（不論是否屬於某一類別），規例第 69(A)(a)(i) 條及／或（視乎情況而定）第 69(A)(b)(i) 條須適用。

70. (A) 委任代表之文據或委託書或其他授權書（若有）：

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

而在任何情況下，在指定召開大會或股東大會續會（或在指定進行投票表決的時間之前的投票的情況下）的時間不少於 72 小時，否則不應被視為有效。

(B) 根據規例第 70(A) (b) 之規定，董事會可全權酌情決定，就其所決定的該等股東或任何類別股東，指定可透過電子通訊提交委任代表之文據的方式。凡董事會未就某股東（不論是按類別或以其他方式）作出該項規定，則第 70(A)(a) 條須適用。

(C) 委任代表之文據須（除非代表委任文據註明不適用）對與該文據有關股東大會的任何續會同樣有效，惟倘委任文據涉及一次以上大會（包括其任何續會），並曾按此方式就任何大會送交，則無須就其有關的任何後續大會再次送交。

71. 代表委任文據將視作包括要求或聯合要求投票、提出任何決議案或修正案以及在股東大會上發言的權利。
72. 即使當事人早前身故或精神失常或已簽立撤銷委任代表文件或撤銷委任代表文件下作出的授權，惟並無以書面方式將有關身故、精神失常或撤銷於代表委任文據適用的大會或續會召開前至少一小時前或（如屬在會議或延會的同一日或同日以外進行的投票）告知本公司辦事處或註冊辦事處（或召開大會通告或隨附寄發的其他文件指明的送交代表委任文據的其他地點），則根據委任代表文件的條款作出投票仍屬有效。
73. 在規例及法例限下，董事會可全權批准及執行（須受限於可能被視為需要或權宜之保安措施）有關投票方法，以讓未能親於任何股東大會上投票之股東，選擇缺席下投票，包括但不限於以郵件、電子郵件或傳真投票。
- 73A. 如屬法團的結算所（或其代名人）為股東，它可授權它認為合適的人，作為其代表或委託代表，出席本公司的任何股東大會或本公司任何類別股東的任何會議，惟條件是若有多於一人獲得授權，該授權或委託表格應說明每名獲授權的人所代表的股份數目和類別。根據本規例第 73A 條的規定獲如此授權的人，須當作已妥為授權，而無須出示任何其他業權文件、公證授權及／或其他證據以證明該人已獲正式授權，並有權代表結算所（或其代名人）行使相同的權利和權力，猶如該人是結算所（或其代名人）所持有的本公司股份的登記持有人。
- 73B. (A) 本公司須保存一份或多份董事登記冊，並須於當中登錄各董事以下各方面的詳情，即
- (a) 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；
 - (b) 每名人士登記在股東名冊內的日期；及
 - (c) 任何人停止擔任股東的日期。
- (B) 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股東名冊分冊，且董事會於決定存置任何有關股東名冊及維持其存置股東名冊所在之過戶登記處時，可訂立或修訂有關規例。
- 73C. 股東名冊及名冊分冊（視乎情況而定）須於每個營業日內的最少兩(2)小時免費供股東查閱；或在辦事處或按照法例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 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或（倘適用）在註冊辦事處供已繳交最高新加坡幣 1 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人士查閱。於指定報章或任何指定證券交易所規定的任何其他報章以廣告方式發出通知後，或以任何指定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冊分冊）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(30)日。

- 73D. 儘管本規章有任何其他規定，惟在指定證券交易所規則的規限下，本公司或董事仍可釐定任何日期為記錄日期，以
- (A) 釐定股東有權收取任何股息、分派、配發或發行的記錄日期；
 - (B) 釐定有權收取本公司任何股東大會通告及於會上表決的股東資格的記錄日期。

公司由代表在會議上行事

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

董事

75. 受下文所限，董事（全部須為自然人）不得少於兩人。本公司可透過普通決議案不時修訂或最高董事人數。
76. 董事毋須以合資格方式持有本公司任何股份。然而，非為本公司成員的董事仍有權收取股東大會通知且參會並於會上發言。
77. 董事的一般袍金須由本公司以普通決議案不時釐定，除非在股東大會上通過普通決議案，否則有關薪酬不得增加，而該項建議增加的通知須於召開股東大會的通告內發出。除該決議案另有規定外，該薪酬須按董事同意的方式分派予各董事，如未能達成協議，則由各董事平分，惟在任時間僅為有關應付薪酬期間其中部份的任何董事將可就其在任期間按比例收取該等部份的薪酬。執行董事的普通薪酬不得包括佣金或營業額的百分比，而非執行董事的普通酬金須為固定金額，而不是佣金或溢利或營業額的百分比。
78. 擔任任何行政職位、或在任何委員會任職或以其他方式履行董事會認為超逾董事日常職責範圍的職務，可以薪金、佣金或其他方式獲支付由董事會釐定的該等額外酬金。惟倘該等額外酬金（如屬執行董事）不得以營業額的百分比或（如屬非執行董事）的佣金作為固定金額，而非佣金或溢利或營業額的百分比。
79. 董事會可向任何董事償付於往返董事會會議或董事會轄下任何委員會會議或股東大會產生的所有合理開支，或由於及有關處理本公司事務時產生的其他開支。
80. 董事會有權支付及同意支付退休金或其他退休、退休養老、撫恤或傷殘福利予任何當時擔任任何行政職務的董事（或任何有關人士），並就提供任何該等退休金或其他福利而言，向任何計劃或基金供款或支付保險金。

81. (A) 除核數師職位外，任何董事均可於出任董事期間按董事會可能釐定的任期及條款（就酬金及其他方面），兼任本公司任何其他受薪職務或職位，而其本身或其作為股東的商號可以專業身份為本公司行事。董事或候任董事概不能因其職位而被取消其以賣方、買方或其他身份與本公司訂立合約或進行任何安排或交易的資格，上述合約、安排或交易，或本公司或代表本公司訂立或進行的任何合約、安排或交易亦不會因任何董事以任何方式於其中擁有權益而須予避免，另如此訂約或如此擁有權益的任何董事亦毋須因擔任該職位或藉此而形成受託關係而要向本公司交代因上述合約、安排或交易而獲得的任何利潤，惟每名董事及行政總裁（或擔任同等職位的人士）須遵守規程條文或指定證券交易所規則中有關披露董事及行政總裁（或擔任同等職位的人士）於與本公司進行或擬進行交易中擁有的權益，或披露董事或行政總裁（或擔任同等職位的人士）所持任何職務或財產的權益，而有關權益可能致令產生與其所擔任董事或行政總裁（或同等職位，視情況而定）的職責或權益相衝突的職責或權益。未免生疑，本公司股份一經於香港聯合交易所有限公司上市，則於擔任獨立非執行董事的任期內及於緊接獲委任前十二(12)個月內任何時間，獨立非執行董事或其為股東的任何公司將不得以專業身份行事。
- (B) 董事可作為或成為本公司作為賣方、買方、股東或以其他身份而可能擁有權益的公司的董事，或在該公司出任帶薪職務或職位（核數師除外），或以其他方方式擁有權益，並且除非另行商定，否則董事毋須就其在該其他公司兼任董事或高級管理人員或者由於其在該其他公司擁有權益作出解釋。董事或候任董事概不因其擔任任何其他帶薪職務或職位或以賣方、買方或任何其他身份與本公司訂立合約而喪失擔任董事的資格。在本條章程細則規限下，上述合約及本公司或代表本公司訂立的合約或安排概不會因任何董事以任何方式於其中擁有權益而須予避免。
- 81A. (A) 獲悉其以任何方式於其在與本公司訂立的合約或安排，抑或建議訂立的合約或安排中（不論直接或間接）擁有權益的董事，倘彼已知悉彼當時存在該權益，則應於首次考慮訂立合約或安排事宜的董事會會議上聲明其權益性質；於任何其他情況下，則在彼知悉彼擁有或變為擁有該權益後的首屆董事會會議上作出上述聲明。就本規例而言，向董事會發出之全體通知若說明：
- (a) 彼為指定公司或商號的股東或高級職員，並將被視為在其與該公司或商號可能在發出通知當日之後訂立的任何合約或安排中擁有權益；或
- (b) 彼將被視為在彼與與彼有關連的指定人士可能在發出通知當日之後訂立的任何合約或安排中擁有權益，則將視為已就任何上述合約或安排對本條章程細則規定的權益作出充分聲明，

惟上述通知除非已於董事會會議上提呈，或董事已採取合理措施確保該通知已於發出後的下屆董事會會議上提呈並閱讀，否則將為無效。

- (B) 除非（倘本公司為香港註冊公司）經於採納該等章程細則之日生效的公司條例（香港法例第 622 章）第 505 條批准，及除非獲規程批准，否則本公司不得直接或間接：
- (a) 向董事或本公司任何控股公司的董事或彼等各自的任何聯繫人士（按指定證券交易所規則（若適用）的定義）作出貸款；
 - (b) 就任何人士向董事或上述董事作出的貸款，訂立任何擔保或提供任何抵押；或
 - (c) 倘任何一名或多名董事持有（不論共同或個別、抑或直接或間接）另一間公司的控股權益，向該另一間公司作出貸款或就任何人士向該另一間公司作出的貸款訂立任何擔保或提供任何抵押。規例第 81A(B)條應僅在本公司股份於香港聯合交易所有限公司上市的情況下方為有效。
- (C) 董事不得對批准彼或任何彼緊密聯繫人直接或間接擁有重大個人權益的任何交易、合約或安排抑或任何其他建議的任何董事會決議案投票，亦不得計入法定人數。倘於任何董事會會議上產生有關董事權益重大程度，或有關合約、安排或交易抑或建議的合約、安排或交易的重大程度，或有關任何董事投票或計入法定人數的權利的任何問題，而該問題未能通過相關董事自願同意放棄投票或不計入法定人數解決，則應交由大會主席（若問題有關大會主席的權益，則為與會的其他董事）處理，大會主席（若適用，為其他董事）有關該董事（若適用，為大會主席）的裁決將為最終及終局決定，除非據該董事（若適用，為大會主席）所知，相關董事（若適用，為大會主席）權益的性質或程度尚未完全披露予董事會。經大多數獨立非執行董事批准後，可由本公司自費委聘專業顧問，而無須獲得董事會其他成員的事先批准。
- (D) 本規例之規定可整體或就任何特定合約、安排或交易而由本公司於股東大會上隨時作出任何程度的中止或放寬，而違背本條章程細則的任何特定合約、安排或交易，在遵循規程及任何適用法律的情況下可由本公司普通決議案批准，惟其行動正待本普通決議案批准的董事，應放棄以股東身份於股東大會上就本普通決議案投票。
82. (A) 董事會可不時按其可能（受限於法規條文）釐定之條款或期間，委任一名或以上董事為本公司主席或副主席（不論該委任是行政或非行政性質），或是本公司或本公司以任何方式感興趣的任何其他公司的任何行政職務，且在無損於任何特定情況訂立之任何合約之條款下，可隨時撤銷該委任。
- (B) 任何董事出任主席或副主席或總經理或聯席總經理或副總經理或助理總經理之委任，倘其不再為董事，則自動撤銷，惟不損就違反其與本公司之間訂立之任何服務合約之任何索償。
- (C) 任何董事出任任何其他行政職務之委任，倘其因任何原因而不再為董事，則自動撤銷，除非其出任所涉及之合約或決議案另有明確列明者，而在此情況下，有關終止須不得有損其與本公司之間訂立之任何服務合約之任何索償。

83. 董事會可按其認為合適的條款及條件以及限制，以及在附加於或摒除有關人士本身權力下，向任何出任行政職位之董事委託及賦予其可行使的任何權力，並可不時撤銷、撤回、修訂或修改所有或任何該等權力。

董事總經理

84. 董事會可不時委任一名或以上董事出任董事總經理或其中一名董事總經理或其他人士擔任本公司等同職位，並可隨時（受其或彼等與本公司訂立之任何合約條文所限）罷免或辭退其職務，並委任另一名或多名人士代其或彼等。倘委任為固定任期，則任期不得超過五年。
85. 董事總經理或擔任等同職位之人士須一直受董事會控制，並受此所限下，董事會可不時按其認為合適而委託或授予權董事總理由董事會根據規例而當時行使之權力，並可授予受董事會認為合適之時限、條款及條件以及有關之限制所限之權力，董事會可授予之權力可附加於或排除並取代董事會為此授出之所有或任何權力，且董事會可不時撤回、撤銷、修訂或修改所有或任何有關權力。
86. 董事總經理在其與本公司訂立之任何合約條文所限下，須遵守有關本公司其他董事辭任及罷免之相同條款，並倘其因任何原因不再出任董事，彼須因此事實並即時不再擔任董事總經理。
87. 董事總經理之薪酬由董事會不時釐定，並受規例所限，可為薪金或佣金或溢利之參與或任何或所有該等方式，惟彼在任何情況下均不得以營業額之佣金或百分比作薪酬。

董事委任及退任

88. 本公司可通過普通決議案委任任何人士擔任董事或額外董事，或填補臨時空缺。在不妨礙、並始終遵守規章97至106的前提下，董事會有權力在任何時間，在董事會議上、或通過董事會書面決議案如此行事。董事會如此委任的任何人士的任期至下一次年度股東大會為止，並有資格尋求連任，但在確定此等大會時輪值卸任的董事人數時不考慮如此委任的人士。
89. 於各股東週年大會上，當時董事的三分之一（或倘人數並非三的倍數，則最接近但不少於三分之一的人數）須輪值告退。為免生疑問，每名董事應至少每三年輪席告退一次。
90. 輪席告退的董事應包括（在需要取得規定人數的情況下）願意告退而不願重選連任的任何董事。任何須告退的其他董事乃自上次獲重選連任或委任以來任期最長的董事。然而，倘多名董事乃於同日獲重選連任，則將以抽籤方式決定須告退的董事（除非彼等另有協定）。退任的董事仍有資格重選連任。
91. 本公司於董事根據該等章程細則的任何條文告退的股東大會上，可通過普通決議案選舉退任董事或合資格獲委任的其他人士填補職位空缺。否則，該退任董事應視為已獲重選，除非發生以下任何情況：
- (a) 在該大會上明確決議不再填補該職位空缺，或於大會上提呈重選該董事的決議案，但未通過；
或

- (b) 該名董事以書面通知本公司其不願重選連任，或該名董事根據規程被取消擔任董事的資格；
- (c) 該名董事因技術原因以外的理由被取消資格在任何司法權區擔任董事；
- (d) 由於動議的決議案與下文下一條有所抵觸而並無推選有關人士；或

董事退任於會議結束後方可生效，惟通過決議案選舉其他人士取代退任董事，或其重選的決議案已在大會上提出並已遭否決除外，因此，獲重選或被視為已獲重選的退任董事，其任期將繼續且無間斷。

- 92. 於任何股東大會上不得動議透過單一決議案委任兩名或以上人士為董事之決議案，除非所動議之決議案已於大會在並無對此投反對票下事先協定；而有違此條文之任何動議決議案將為無效。
- 93. 除在大會上告退的董事外，除非獲董事會推薦重選連任，任何人士概不合資格在任何股東大會上獲委任為董事，惟於大會指定舉行日期前不少於十一個整日，於辦事處送交由正式合資格出席並於會上投票的若干股東發出由其簽署的書面通知，說明彼有意提名該人士出選，以及送交由該獲提名人士正式簽署的書面通知，表示其同意該項提名、表明其候選資格或上述股東有意提名該人士則作別論，惟倘某人士獲董事推薦出選，則僅須發出九個整日之通知，而每名候選人參選的通知應於進行選舉的大會舉行前至少七個整日送達全體股東。
- 94. 董事須在下列任何事件發生時離職：
 - (a) 根據公司法不再為董事，或被規程或任何其他法律規定禁止或取消資格擔任董事；或
 - (b) （不包括擔任固定任期的執行董事的董事）向辦事處遞交親筆簽署的辭職書或倘其提出書面辭職申請而董事會議決接受有關申請；或
 - (c) 倘其破產或獲接管令或不再還款或與其債權人整體達成任何安排或債務重整協議；或
 - (d) 神智不清或精神紊亂及無法自理或管理其事務或，或（倘於新加坡或其他地區）任何聲稱具有司法管轄權的法院以精神紊亂為理由向該董事發出拘留令或委任監護人或委任財產接管人或其他任何名稱人士，以行使有關其財產或事務的權力；或
 - (e) 在超過六個月內未得董事許可而缺席期內董事會議；或
 - (f) 其因技術原因以外的理由而無資格在任何司法權區擔任董事，其須立即自董事會辭任；或
 - (g) 其遭本公司根據該等章程細則在股東大會上罷免。
- 95. 本公司可根據並受法規所限下，在發出特別通知之情況下，透過普通決議案罷免董事職務（儘管規例之任何條文或本公司與該名董事之間之任何協議，惟不損其可能就違反任何有關協議而可能就損害賠償作出之申索），並委任另一名人士替代已罷委之董事，而任何所委任之人士就釐定其或任何其他董事須輪席告退時，須以其獲委任以替代之該名董事最近獲選為董事當日成為董事處理。倘未有委任，則因罷免董事職務而產生之空缺，可透過臨時空缺形式而填補。

替任董事

96. (A) 任何董事可隨時透過發出親筆書面通知，並提交辦事處或交付至董事會會議，委任任何經其他大多數董事批准之人士（另一董事除外），出任其替任董事，並隨時終止有關委任。有關委任除非之前已獲大多數董事批准，須於取得有關批准並受此所限下才生效。
- (B) 替任董事之委任於發生其倘為董事則須被罷免之任何情況或有關董事（下稱「當事人」）不再為董事下終止。
- (C) 替任董事有權收取董事會會議通告，並有權以董事身份出席其當事人不能親身出席之任何有關會議並於會上投票，並於有關會議上履行其當事人作為董事之所有職責，並就有關大會的議程而言，有關規例之條文將適用，猶如其（而非其當事人）為董事。倘其當事人其時缺席董事會會議，或臨時因身體不適或無行為能力，其於董事會任何決議案之簽署將與其當事人之簽署同具效力。擔任替任董事的每名人士應為本公司高級人員，應單獨對其個人行為及未能履行的責任向公司負責，並且他應視為是其任命者的代理人。在董事會不時就任何董事會委員會釐定之範圍內，本段之前述條文在加以必要之變通後，亦應適用於當事人是成員之任何委員會之任何會議。替任董事（除上述者外）並無作為董事之權力，並就規例而言不會被視為董事。
- (D) 替任董事有權訂約及於合約或安排或交易中擁有權益或獲益，並獲償付開支及獲其倘為董事可獲之彌償（經作出必要之修訂下），惟其無權從本公司就其委任為替任董事收取任何袍金，惟按其當事人可能不時以書面通知本公司所指示下原應付予其當事人之有關部份袍金（若有）除外，但任何向其應付之袍金將須其當事人之酬金中扣除。
- (E) 替任董事之委任或罷免，須透過由作出或撤銷委任董事簽署之通知，方始生效。
- (F) 一名人士概不能同時出任超過一名董事之替任董事。

董事會會議及議程

97. 在該等細則之條文規限下，董事會可按其認為合適而召集會議以處理事務、押後及另行規管其會議。於任何時間，任何董事以及（在一名董事要求下）秘書可召開董事會會議。任何董事可放棄獲取任何會議之通告，而有關豁免具追溯效力。董事可以電話會議、視像會議、影視或其他類似通訊設備（所有參與大會人士須可聽到對方發言）而參加董事會會議，而無須親身出席會議及根據該條文出席該會議之董事將構成出席會議之人士。當時有權收取任何董事會會議通告的董事（包括任何替任董事的替任董事）有權接收通過電話及用會議電話、視像會議、視聽或其他類似通訊設備或為召開會議而採用的其他音頻或視聽即時通訊方式連接的任何會議的通告。任何此類大會的通告均可通過電子通訊方式送達全體董事（無論有關董事身在新加坡或別處）。任何董事均可放棄獲發任何會議通告，而任何有關放棄均可具有追溯效力。以上述形式參與會議之董事可於釐訂出席大會之法定人數時納入計算中。大部份親身出席董事會會議的董事置身之處，將當作為召開該會議的地點；或如未能有此組合，則以該會議主席置身之處當作會議召開之地點。出席會議的各名董事及秘書必須在整個大會期間能夠聆聽出席大會的其他董事。會議開始時各位董事必須向所有其他參會的董事報到。除非事先取得大會主席同意，否則董事不得掛斷其電話、會議電話或相似通訊設備或任何其他形式的音頻或視聽即時通訊工具而離開會議，且須最終確認一直在場且已構成整個會議的法定人數。儘管會議期間個別董事的電話、會議電話或相似通訊設備或任何其他形式的音頻或視聽即時通訊工具偶爾中斷，但該會議仍視為有效召開，召開程序猶如電話、會議電話或相似通訊設備或任何其他形式的音頻或視聽即時通訊工具從未中斷一般有效。倘大會主席證明其為正確的會議記錄，則通過電話或其他通訊方式召開的大會的會議記錄足夠作為召開會議的憑證，並已遵守所有必要程序。

98. 進行董事會事務之所需法定人數可由董事會不時釐訂，而除非定為任何其他數目，否則為兩人。有法定人數出席之董事會會議，能行使董事會當時可行使之所有權力及酌情權。
99. 任何董事會會議上提出的問題須以大多數投票作出決定。如果票數相等（惟倘僅有兩名董事出席並構成法定人數，或倘僅有兩名董事有資格就有關問題投票除外），則主席有第二票或決定票。
100. 董事不得就其或其聯繫人士直接或間接擁有重大個人利益之任何合約或建議合約或安排或任何其他之建議書投票。董事亦不得就其被禁投票之任何決議案之會議上被納入法定人數。
101. 儘管有任何空缺，繼續留任的各董事仍可行事，但如果及只要董事人數減至少於根據或依照規例釐定的最少人數，則除緊急情況外，繼續留任的董事僅可就增加董事人數至該最低人數或召開股東大會的目的行事，但不得就任何其他目的行事。倘並無董事能夠或願意行事，則任何兩名股東可就委任董事之目的而召開股東大會。
102. (A) 董事會可從成員中選舉一位主席或一名副主席（或兩名或以上副主席），並釐定其任期，惟倘並無委任主席或副主席，或倘於任何董事會會議上，主席或副主席在會議指定舉行時間後五分鐘內仍未出席，則出席的董事可在彼等當中選舉一名董事擔任會議主席。
(B) 倘於任何時間有超過一名副主席，在主席缺席下主持董事會或本公司會議之權力將由主席之副主席（倘超過一名）之間以委任年資決定或另行由董事議決。

103. 由不少於足以構成法定人數的大多數董事或其替任人以書面簽署之決議案，將具正式召開及舉行之董事會會議所正式通過之決議案之效力。任何有關決議案可包括類似形式之多份文件，各由一名或以上董事簽署。「書面」或「簽署」之表述包括任何有關董事批准下以電傳、電報、無線或傳真傳送或任何董事就此目的不時加入而批准之電子通訊形式作出，並倘董事會視為合適，可使用董事會批准之保安及／或識別程序及設備。
104. 董事可轉授其任何權力或酌情權至由董事會一名或以上成員以及（倘認為合適）按下文所規定吸納一名或以上人士組成之委員會。任何所組成之委員會在行使所轉授之權力時，須遵守董事會不時施加之任何規例。任何有關規例可規定或授權吸納董事以外人士加入委員會，而該被吸納成員擁有作為委員會成員之投票權。
105. 任何由兩名以上成員組成之有關委員會之會議及議程，將由規管董事會會議及議程之規例條文，在作出必要之改動後規管，惟以有關條文並未被董事會根據規例訂立之任何規則替代者為限。
106. 董事會任何會議或任何有關委員會或擔任董事或任何有關委員會成員之任何人士作出之所有行為，就被視為真誠與本公司處理事務之所有人士而言，將被視為有效，儘管有關人士出任上述職務之委任出現瑕疵，或任何有關人士不合資格或已被罷免，或無權投票，猶如各名人士已妥為委任，並合資格並繼續為董事或委員會成員，並有權投票。

審核委員會

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

借貸權力

108. 在下文規定及規程條文規限下，董事會可行使本公司一切借款權力，及行使將本公司的業務、財產及未催繳股本作按揭或押記的一切權力，以及發行債券及其他證券（不論是單純發行或是為本公司或任何第三方的任何債項、負債或責任作附屬抵押品而發行）的一切權力。

董事會之一般權力

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

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

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

秘書

116. 秘書將以董事會認為合適之條款及期限委任。任何所委任之秘書可隨時由董事會罷免，但不損就違反其與本公司之間訂立之任何服務合約而可能就損害賠償作出之申索。倘認為合適之情況下，可委任兩名或以上人士為聯席秘書。董事會亦可不時按其認為合適之條款委任一名或以上助理秘書。秘書或聯席秘書之委任及職責不能與公司法之條文（尤其是公司法第 171 節）有衝突。倘秘書職位空缺或因應任何其他理由並無秘書可履行有關職務，規例或規程規定或授權須由或須對秘書作出的任何事宜，可由或對任何助理或副秘書作出，或倘並無助理或副秘書可履行有關職務，則可由或對董事會一般或特別授權的本公司任何主管人員代其作出。惟本規例或規程要求或授權董事及秘書同時行事，則不能由身兼董事及秘書的人士處理。

117. (A) 董事會應妥善保管每個公司印章，該印章在董事會或董事會就此授權的委員會的授權下方可使用。
- (B) 本條規例所賦予的一般權力概不受規例賦予董事會的任何特別授權或權力所限制或約束。
118. 任何蓋上印章的文件須經一位董事及秘書，或兩位董事，或任何經董事按此目的授權的其他人士親筆簽署，惟就任何本公司股份或債券或其他證券之證書而言，董事可透過決議案決定有關簽署或其一項簽署可透過若干機械簽署之方法或方式或董事批准之其他方法加上或蓋上。
119. (A) 本公司可行使法規就海外使用正式印章所賦予的權力及該等權力歸屬董事會所有。
- (B) 本公司可行使法規就公司法第 124 節所述擁有副章之權力，該副章須為印章之複製品，並須在章面加上「副章」等字眼。

備存法定紀錄

120. 本公司根據規程須備存的任何登記冊、索引、會計帳簿、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製，並須規定對記錄進行認證和驗證的方式。在任何情況下，若記錄並未硬拷貝形式，董事會須採取合理的預防措施，確保這些記錄的正確維護和真實性，防止偽造並方便發現任何偽造。本公司須對公司根據規程規定須備存的所有帳目、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 7 天，只要根據規程要求保留原件，翻譯件亦須與原件一同保留。本公司亦須在辦事處保存所有非英語文書、證書、合約或文件的認證英文譯本，本公司須根據規程規定提供予公眾查閱。

文件認證

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

儲備

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

股息

123. 本公司可以普通決議案宣派股息，惟股息不得超出董事會建議的金額。
124. 倘若及只要董事認為本公司的溢利足以支持該等派付，則董事可於指定作有關派付的半年期或其他日期就附帶於固定日期應付定額股息的任何類別股份宣派及派付定額股息，亦可就任何類別股份按彼等認為合適的該等金額及在該等日期就該等期間不時宣派及派付中期股息。宣派股息（不論為中期股息或其他股息）的通知可透過刊登廣告發出。
125. 除在任何股份或發行股份之條款附帶的任何權利或限制的規限下並除規程另行許可下：
- (a) 股份的所有股息必須按股東持有的股份數目按比例派付，惟倘若股份為部份已繳，則所有股息必須就部份已繳股份的已繳或入賬列為已繳金額按比例分配及派付；及
 - (b) 所有股息必須就派付股息的任何部份或多個部份期間的已繳或入賬列為已繳金額按 比例分配及派付。

就本條而言，於催繳前就股份已繳的金額將不予計算就股份之已付金額。

126. (A) 根據規程的條文，股息不得從可供分派溢利以外的資金支付。董事向獨立賬戶支付任何未申領股息或其他就股份而應付的款項，並不構成本公司為有關賬戶的受託人。所有於首次派付起計一年後仍未申領的股息可作投資，或另行由董事為本公司的利益使用，任何於首次派付起計六(6)年後未申領的股息或款項可被沒收，並將歸本公司所有，惟董事可於隨後任何時間全權廢除有關沒收，並向於沒收前有權享有該等股息的人士支付所沒收的股息。倘 CDP 或結算所向本公司退還任何股息或款項，自宣派股息之日或其他款項首次應付之日起計六年期間已過之後，相關存託人不得就該股息或款項向本公司提供任何權利或申索。
- (B) 本公司向 CDP 或結算所繳付應付予存託人的任何股息或其他款項，自履行付款起，即解除本公司就該付款對存託人承擔的任何責任。
127. 本公司就或有關任何股份應付的股息或其他款項概不附帶利息。
128. (A) 董事會可就本公司擁有留置權的股份保留應付的任何股息或其他款項，並可動用以償還存在留置權的相關債項、負債或協定。

- (B) 就任何人士根據上文有關轉交股份的條文有權成為股東或任何人士根據該等條文有權轉讓該等股份而言，董事會可保留有關股份應付的股息，直至有關人士就該等股份成為股東或轉讓該等股份為止。
- (C) 股份轉讓登記前，相關股份獲宣派股息的權利不會轉讓。
129. 以任何文件（無論是否已加蓋印章）豁免任何股份的全部或部份股息，僅在該文件經股東（或因持有人身故或破產而有權擁有股份的人士）簽署並交付本公司，並在該等文件已獲本公司接納或據此行事的情況下，方為有效。
130. 本公司可在董事會建議下以普通決議案以分派指定資產（尤其是任何其他公司的繳足股份或債權證）的方式指示派付全部或部份股息，而董事會須使有關決議案生效。倘若就有關分派出現任何困難，董事會可按其認為合宜的方式清償上述分派，尤其是可發行零碎股票、可訂定該等指定資產或其任何部份的分派價值、可決定在該等固定價值落實後向任何股東作出現金派付以調整各方的權利及可按董事會認為合宜的方式將任何該等指定資產歸屬受託人。
131. 任何股息或其他應付股份持有人的現金款項，可以支票或付款單寄往有權收取有關款項的股東（或倘兩名或以上人士在股東名冊或（視乎情況而定）寄存登記冊登記為該股份的聯名持有人，或因持有人身故或破產而有權享有股份，其中任何一名持有人）於股東名冊或寄存登記冊上所示的登記地址或，或寄往持有人或聯名持有人以書面通知的人士及地址。
- 各支票或股息單應以祇付予抬頭人的方式支付發送給持有人或聯名持有人或因持有人身故或破產而有權取得股份的人，而待支付有關支票或股息單後，向銀行提取支票或股息單款項後，本公司於股息及／或其他股款的責任已充分履行。郵寄上述每張支票或股息單的風險概由有權收取其所代表的款項的人士承擔。
132. 倘兩名或以上人士在股東名冊或（視乎情況而定）寄存登記冊登記為任何股份的聯名持有人或因持有人身故或破產而享有股份，則任何一人均可就收取就有關股份應付的任何股息、退回之股本或其他應付款項發出有效收據。
133. 宣派任何類別股份股息的任何決議案（無論是本公司於股東大會作出的決議案或董事會決議案），可訂明於指定日期的營業時間結束時須向在股東名冊或（視乎情況而定）寄存登記冊上登記為有關股份持有人的人士支付，儘管指定日期可能早於決議案通過當日；及須按照上述人士各自登記的持股量支付，但不會影響任何該等股份的轉讓人與承讓人之間就有關享有股息的權利。
134. (A) 倘董事會或本公司於股東大會上議決或建議就本公司普通股本支付或宣派股息（包括中期、末期、特別或其他股息），則董事會可進一步議決在董事會可能認為合適下，有權享有有關股息之股東有權就全部或部份股息選擇收取配發入賬列為繳足普通股以代替現金。

在此情況下，下列條文將適用：

- (a) 任何配發基準將由董事會釐訂；

- (b) 董事會將釐訂股東有權就董事會如上述通過決議案所涉及之全部或部份股息選擇收取配發入賬列為繳足普通股以代替現金之方式，而董事會可就向股東發出通知、提供由股東填寫之選擇表格（不論就某一次股息或整體）、釐訂作出有關選擇之程序或撤回上述選擇以及必須提交作出或撤回選擇之選擇表格之地點以及最後日期及時間之安排，以及按董事會認就本規例條文而所需或權宜另行作出一切安排及從事所有事宜；
 - (c) 選擇權利可就已賦予選擇權利之全部或部份股息而行使，惟董事會可整體或就任何特別情況釐訂有關選擇權須就整體或任何部份而行使；及
 - (d) 不會就已正式行使選擇權利之普通股（「已選擇普通股」）支付現金股息（或已賦予選擇權利之該部份股息），而作為替代及支付股息，已選擇普通股持有人將按上述決定之配發基準獲配發及入賬列為繳足股份，並就此目的而言（本規例有任何相反規定），董事會 **he** 董事會有權就落實上述各項作出一切必要或適宜的事宜，包括但不限於每個必要的股份配發，以及每個必要的撥款、資本化、應用、支付和分配資金，這些資金可以合法佔有、資本化、應用、支付或配發目的，且在不影響上文所概述的一般性原則下，董事會可(i) 將資本化及應用本公司任何儲備賬之貸方結餘或損益賬之任何貸方結餘或董事會另行可能為可供分派之款項，數額為悉數（按其面值）繳足按有關基準向已選擇普通股有人配發及分派所需適當數目普通股者；或(ii) 應用原應向已選擇普通股持有人支付現金之款項，支付按有關基準向已選擇普通股有人配發及分派適當數目普通股之款項。
- (B) (a) 根據本規例(A)段條文配發之普通股，在各方面與當時已發行普通股享有同等地位，惟僅就參與上述選擇所涉及之股息（包括作出上述選擇之權利）或於支付或宣派上述選擇所涉及之股息之前或同時支付、作出、宣派或公佈之任何其他分派、紅利或權利除外，除非董事會另有列明，則作別論。
- (b) 董事會可根據本規例(A)段從事所有其認為適當及權宜之事情及事宜，以使任何資本化生效，並有全權在股份可以碎股形式分派時作出其認為合適之條文（包括（儘管有違規例之任何條文）全部或部份碎股權利可不予理會或向上或向下調之條文，或據此零碎權益的利益歸於本公司而非有關股東），以及可授權任何人士代表於資本化發行內擁有權益的所有股東，與本公司或其他各方簽訂任何協議，規定有關資本化及與其有關的事宜以及任何根據該授權訂立的協議須具有效力且對所有相關事宜具約束力。

- (c) 董事會通過上述決議案釐定有權選擇接受任何股息的全部或部份而作為已繳足的普通股作為代替現金的普通股的分配方式，董事會可作出安排，向各股東發出通知，規定股東須完成的選舉表格（不論是就某特定股息或股息或一般而言），確定作出該等決議的程序選舉或撤銷選舉的日期和地點，以及在何種地點及最後的日期和時間，必須提出任何形式的選舉或其他文件作出或撤銷選舉，否則作出所有該等安排，並作出所有的事情，例如董事會認為根據本條例第 134 條的規定有必要或有利。
- (C) 當出現董事會議決本規例第 134 條第(A)段所述情況，董事會可決定根據該段之選擇權利，不提供予董事會所可能釐訂日期後在股東名冊或（視乎情況而定）寄存登記冊登記為普通股持有人之人士或登記進行轉讓有關之普通股，惟董事會可能認為適合而決定之例外情況除外，而在該情況下，本規例之條文在受有關決定所限下閱讀及詮釋。
- (D) 當出現董事會議決本規例第 134 條第(A)段所述情況，董事會可進一步釐訂不會向其股東名冊或（視乎情況而定）寄存登記冊登記之地址為新加坡或香港（視乎情況而定）以外之股東或董事會可能全權酌情決定之其他股東或類別股東，配發該段所述之股份或提供股份選擇權利，而在該情況下，上述股東之唯一權利為以現金收取議決或建議支付或宣派有關股息。
- (E) 儘管本條例第 134 條有上述條文，若在董事決議適用本條例第 134 條第(A)段關於任何股息的規定之後但在根據該規定分配普通股之前，董事會應當認為由於任何事件或情況（無論是在該決議案之前或之後產生），或由於任何事項的理由，實施該建議不再有利或適當，董事會可全權酌情決定，並按其認為合適本公司的利益，取消本規例第 134 條第(A)段的建議適用。

發行紅利與利潤及儲備資本化

135. (A) 董事會可根據本公司之普通決議案（包括根據第 5(B)條通過的任何普通決議案）：
- (a) 向本公司在營業時間結束時登記為股東名冊或（視乎情況而定）寄存登記冊的股份持有人的人士發行無代價之紅股：
- (i) 普通決議案日期（該等指明的其他日期或按其中所提供的方式釐定）；或
- (ii) （就根據第 5(B)條通過的普通決議案而言）由董事會釐定其他日期，按當時持有的股份比例計算；和/或
- (b) 將任何屬於公司儲備帳目或其他不可分派儲備金的任何款項或損益帳當時進帳額的任何部分撥作於營業時間結束時註冊為在股東名冊或（視乎情況而定）寄存登記冊中持有股份之人士的款項：

- (i) 普通決議案的日期（或指明的其他日期或按其中提供的方式確定）；或
- (ii) （就根據第 5(B)條通過的普通決議案而言）由董事會釐定的該等其他日期，

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

- (B) 董事會可作出一切必要或適宜的行為及事宜，以根據本條規例作出的任何撥充資本事宜生效，在可分派零碎股份的情況下，董事會並有全部權力作出其認為合適的規定（該等規定包括據此彙集全部或部分零碎權益及出售並把所得款項淨額分派予享有權益者，或不理會零碎權益或將零碎權益上計或下計至完整數額，或據此零碎權益的利益歸於本公司而非有關股東）。董事會可授權任何人士代表於資本化發行內擁有權益的所有股東，與本公司或其他各方簽訂任何協議，規定有關資本化及與其有關的事宜以及任何根據該授權訂立的協議須具有效力且對所有相關事宜具約束力。
- (C) 此外，在不影響本條例第 135 條規定的權力的情況下，董事會有權發行不需要支付代價的股份，並將本公司不需要支付的任何不可分割的利潤或其他款項就任何有權累積或非累積優先股息（包括轉入任何儲備或其他特別賬項作為進賬的利潤）的股份提供任何股息，以及在每種情況下按照條款申請該等利潤或其他款項該等股份須於發行時由本公司所實施及經股東大會及董事會認為適當的條款所批准的任何股份獎勵或購股權計劃或計劃的持有人或為其利益而持有。
- (D) 董事會可作出一切被認為屬必要或適宜的行為及事宜。

財務報表

- 136. (A) 董事會須安排備存所需的會計紀錄及其他紀錄以遵守法規的條文，並須安排以能方便及適當地審計該等紀錄的方式備存紀錄。
 - (B) 足以顯示及解釋本公司交易及另行遵守法規之會計紀錄須保存於辦事處，或董事會可能認為適合之其他地點。本公司股東或其他人士概無權審閱本公司任何賬目或賬冊或文件，惟法規或具司法管轄權之法院之頒令或董事會授權者除外。
137. 董事會須不時根據規程條文促使編制並於股東大會上向本公司呈交財務報表、資產負債表、報告、報表及公司法規定的其他文件。最少每年審查公司財務報表、資產負債表、報告、報表及法規規定的其他文件，並由一個或多個核數師確定此類文件的正確性。
138. 將於本公司股東大會上提呈各資產負債表及損益賬（包括法例所規定須納入其中或隨附或以附件載列之各文件）之副本，須於大會日期前最少二十一日，以郵遞方式交付至送至本公司各股東或債券持有人以及各根據法規或規例條文有權從本公司收取會議通告之人士之登記地址，惟本規例並未規定須將該等文件之副本，送交至一名以上聯名持有人或送至本公司並未知悉其地址之任何人士，而未獲送交該等文件副本之任何股東或債券持有人有權向辦事處提出申請後免費獲取有關副本。

核數師

139. (A) 核數師須根據法規的條文獲委任及其職責須依照法規的條文辦理。本公司的每名核數師均有權隨時查閱本公司的會計及其他記錄，並須按照公司法規定作出報告。
- (B) 根據法則條款，即使核數師之聘任有若干漏洞或其於獲聘任之時不合資格或之後被取消資格，就所有為本公司以誠信行事之人士而言，任何作為核數師之人士所作之所有行為應屬有效。
140. 核數師有權出席任何股東大會並收取所有有關任何股東有權收取之任何股東大會之通告及其他通訊，並於任何股東大會上就會議上任何有關其作為核數師之事務有權陳詞。

通告

141. (A) 無論是否根據本規例由本公司向股東作出或發出的任何通告或文件（包括股份證書及根據指定證券交易所規則所具有的涵義內的任何「公司通訊」）均應屬書面形式或是經由電報、電傳或傳真傳輸的信息形式，而任何該等通告及（若適用）任何其他文件在由本公司向股東送達或交付時，可採用專人送交方式或以預付郵資方式郵寄，信封須註明股東在股東名冊或（視乎情況而定）寄存登記冊所載的新加坡或香港登記地址或股東就此向本公司提供的任何其他地址，或傳輸至任何有關地址或傳輸至任何電傳或傳真號碼（視乎情況而定），而上述者為該股東向本公司提供以向其發出通告者或傳輸通告的人士合理真誠相信於有關時間傳輸即可使股東妥為收到通告者，又或可按照指定證券交易所的規定藉於適當報章上刊登公告而送達，或在適用法律允許的範圍內，將其放置在本公司的網站或指定證券交易所網站上，並向股東發出通知，說明該通知或其他文件可用或（視乎情況而定）CDP 或結算所作為其送達通知的地址，或將其交付上述地址。凡任何通知或其他文件以郵遞、送達或交付的方式送達或交付，須當作該載有通告之信封或封面在郵寄時已送達，而證明這種信封或封面已妥當註明地址、蓋章並寄出，即足可作為送達證明。任何人士因法律效力、轉讓或無論以其他方式而享有任何股份權利，在彼的姓名及地址未在股東名冊或寄存登記冊（視乎情況而定）上登記之前，將受有效地發送予彼取得該股份所有權的人士的每份通知所約束。本規例所載任何規定概不得詮釋為禁止本公司寄發或賦權本公司無須寄發本公司通知或其他文件予任何登記地址位於新加坡及香港境外的股東。

(B) 在不影響第 141(A)條的規定的情況下，惟在與電子通訊有關的適用法律及指定證券交易所上市規則另有規定下，本公司或董事會根據適用法律或本章程作出、發出或送達的通知或文件（包括但不限於任何帳目、資產負債表、財務報表或報告）向股東作出、發送或透過電子通訊提供：

- (a) 該人的現有地址；或
- (b) 在本公司不時訂明的網站上提供，或
- (c) 以該股東明示同意的方式，向本公司發出書面通知，

根據本章程的規定和任何適用法律及指定證券交易所上市規則。為免生疑問，只有在指定證券交易所上市規則允許時，才允許為此類通知及／或文件使用電子通訊。

(C) 就上文第 141(B)條而言，應暗示股東同意透過此類電子通訊接收此類通知或文件，除非適用法律另有規定，否則無權選擇接收此類通知或文件的實體副本。

(D) 儘管有上述第 141(C)條的規定，董事會可隨時酌情授予股東機會在指定時間內選擇是否透過電子通訊接收此類通知或文件，而該股東如獲給予機會，而未能在指定時間內作出選擇，則須當作已以電子通訊方式接受該通知或文件，而他不得在此情況下有權收到此類通知或文件的實體副本，除非適用法律另有規定。

(E) 凡通知或文件以電子通訊方式發出、送交或送達：

- (a) 至某人根據第 141(B)(a)條規定的當前地址，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、發送或送達該人的當前地址（儘管有任何延遲接收、未送達或「退回郵件」回復消息或任何其他錯誤消息，表示電子通訊延遲或未成功發送），除非適用法律另有規定；或
- (b) 根據第 141(B)(b)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，或除非適用法律另有規定。

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

143. 因股東身故或破產而有權取得股份之人士，於向本公司提交董事會可能合理要求顯示其於股份之擁有權之證據，並向本公司或（視乎情況而定）CDP 或結算所提供在新加坡或香港作送達通知的地址後，將有權於該地址獲送達或交付倘非因股東身故或破產而應有權獲得之任何通告或文件，而有關送達或交付將就所有目的而被視作向所有於股份擁有權益之人士（不論與其一併或透過其取得或受其管轄）送達或交付有關通告或文件。除上述者外，任何根據本規例而交付或以郵寄或留於至任何股東之地址之任何通告或文件，儘管該股東當時已身故或破產或清盤，且不論本公司或（視乎情況而定）CDP 或結算所是否知悉其身故或破產或清盤，將被視作已就任何以該名股東名義在股東名冊登記，或倘該名股東為存託人，以其名義記入寄存登記冊作為唯一或首位聯名持有人之任何股份，妥為送達或交付。

144. 並無向本公司或（視乎情況而定）CDP 提供在新加坡地址作送達通告之股東（在新加坡並無登記地址），無權從本公司收取通告。

未知下落之股東

145. (A) 在不影響本公司根據章程規例第(2)段享有之權利下，若股息支票或股息單連續兩次未被兌現，本公司可停止以郵遞方式寄發該等支票或股息單。然而，於股息支票或股息單首次因無法投遞而退回後，本公司可行使權力，停止寄發該等支票或股息單。
- (B) 在法規規限下，本公司有權以董事會認為合適的方式出售任何不能追查的股東的任何股份，惟除非：
- (a) 有關股份的股息相關的所有支票或股息單（合共不少於三份，其涉及應以現金支付予該等股份持有人的任何款項）於有關期間按本公司規例許可的方式寄發後仍未兌現。
 - (b) 於有關期間屆滿時，據本公司所知，本公司於有關期間內任何時間並無接獲任何有關該股東（即該等股份的持有人或因身故、破產或因法律的施行而享有該等股份的人士）存在的消息；及
 - (c) 若指定證券交易所的上市規則有此規定，本公司按照指定證券交易所規則的規定以廣告方式發出通知，表明有意出售有關股份，並在刊登有關廣告之日起計三個月或指定證券交易所允許的較短期間經已屆滿。

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

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

清盤

146. 董事會有權以本公司名義及代表本公司為本公司向法院提交清盤呈請。
147. 倘公司清盤（在監督下自願清盤或由法院清盤），清盤人在獲特別決議授權之下，可以將公司的資產的全部或任何部份以實物分派予股東（不管資產包括一種財產還是包括多種不同的財產），並可以為該目的就按上述方式分派的一類或多類財產訂定其認為公允的價值，並可釐定如何向各股東或不同類別的股東進行上述分派。清盤人可以根據相同的授權在其認為合適時，作為清盤人為股東權益而將任何部份資產交予受託人，公司的清盤須予結束及公司須予解散，惟出資人一律不會被逼接受任何股份或然負債的其他財產。
- 147A. 於本公司自動清盤時，除非經成員批准，否則毋須向清盤人支付任何佣金或費用。該筆款項的數目須最少在會議審議之前七天通知所有成員。

保險

148. 根據規程和規例第 150 條，在法律允許的最大範圍內，本公司可以支付或同意支付本公司的董事、核數師、秘書或其他高級職員保險合同的保險費，包括按本公司的要求，本公司的董事或秘書，或本公司附屬公司的董事、秘書或其他高級職員，不論該人執行及履行其職責或與其有關在公司所招致的費用、收費、損失、開支及負債，包括任何與彼作為公司高級人員或僱員作出或被指稱為已作出或被省略有關在任何民事或刑事法律程序抗辯方面的任何責任，除非該責任是由於涉及疏忽、違約、違反責任的行為或違反對本公司的信託。

彌償保證

149. 在法規條文的規限下及倘法規准許，各董事或本公司其他高級職員有權就其執行及履行職務時所發生或招致的一切損失或責任，包括其因在作為本公司之高級職員或僱員時所作出或遺漏或被指稱作出或遺漏之任何民事或刑事訴訟程序進行抗辯所產生之任何債務獲得彌償。在無損上文之一般性下，概無董事或本公司其他職員須對因執行其職責所發生或招致或與之相關之任何損失或開支負責，除非由於本身疏忽、失責、失職或違反誠信所致。
150. 倘法律禁止本公司就任何人根據第 149 條所發生任何成本、費用、虧損、開支及負債作出彌償，或就根據第 148 條訂立的合約支付任何溢價，則本公司不得如此行事。

股東個人資料

151. (A) 作為自然人的股東被視為已同意本公司（或其代理或服務供應商）不時為以下任何目的收集、使用和披露其個人資料（無論此類個人資料是由該股東提供或透過第三方收集）：

- (a) 實施及管理公司（或其公司）的任何公司行為；
 - (b) 本公司（或其代理或服務供應商）的內部份析和/或市場研究；
 - (c) 本公司（或其代理或服務供應商）的投資者關係溝通；
 - (d) 本公司（或其代理或服務供應商）管理該股東在本公司股本中持有的股份；
 - (e) 執行及管理本公司（或其代理或服務供應商）向其股東提供的任何服務，以接收會議通知、年度報告及其他股東通訊及／或代表委任，無論是以電子方式或其他方式；
 - (f) 本公司（或其代理或服務供應商）為任何大會（包括其任何續會）指定的代表人和代表的處理、管理和分析，以及編制和彙編任何股東大會（包括其任何續會）的出席名單、會議記錄和其他文件；
 - (g) 執行及管理並遵守本條例的任何規定；
 - (h) 遵守任何適用的法律、上市規則、接管規則、規例及／或指引；及
 - (i) 與上述任何目的有合理關係的目的；
- (B) 就第 151(A)(f)條規定的目的而言，任何為股東大會及／或其任何續會委任受委代表及／或代表之股東將被視為已保證，倘該股東透露該受委代表及／或代表之個人資料予本公司（或其代理或服務供應商），即表示該股東已獲得該受委代表及／或代表的事先同意，讓本公司（或其代理或服務供應商）收集、使用和披露該受委代表及／或代表的個人資料，並被視為已同意就因該股東違反保證所招致的處罰、責任、索賠、要求、損失和損害賠償本公司。

秘密

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

修訂規例

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

法律衝突

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