
Articles of Association

of

Mox Bank Limited

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Deniz Güven
Chief Executive Officer
Mox Bank Limited

ARTICLES OF ASSOCIATION

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PUBLIC COMPANY LIMITED BY SHARES

Articles of Association

of

Mox Bank Limited

I PRELIMINARY

1. Exclusion of Model Articles

No regulations set out in any schedule to any Ordinance concerning companies shall apply as regulations or articles of the Company.

2. Definitions

In these Articles, if not inconsistent with the subject or context, the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:

Words	Meaning
“Annual General Meeting”	A General Meeting held in accordance with Article 57.
“Auditor”	The auditor of the Company, as appointed from time to time.
“Board”	The Board of Directors from time to time of the Company or the Directors present at a meeting of the Directors at which a quorum is present and includes any committee of the Board duly constituted for the purposes relevant in the context in which any relevant reference to the Board appears or the members of such committee present at a meeting thereof at which a quorum is present.
“Business Day”	A day (other than Saturday or Sunday) on which commercial banks are open for business in Hong Kong.
“clear days”	In relation to the period of a notice means that period excluding the day on which the notice is served or deemed

to be served and the day for which it is given or on which it is to take effect.

“Companies Ordinance”	The Companies Ordinance (Cap. 622 of the Laws of Hong Kong) as from time to time amended, replaced or re-enacted and every other statute (including any orders, regulations or other subordinate legislation made pursuant thereto) incorporated therewith or substituted thereof, and in the case of any such substitution the references in these Articles to the provisions of the Companies Ordinance shall be read as references to the provisions substituted therefor in the new ordinance.
“Company”	Mox Bank Limited.
“Control”	In relation to a body corporate means the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding up (and “ Controlling ” and “ Controlled ” shall be construed accordingly).
“Ctrip”	Ctrip Financial Management (Hong Kong) Co., Limited (攜程金融管理(香港)有限公司).
“Director”	A director of the Company.
“Dispute Matter”	(i) Any proposed or actual legal proceedings by any Related Party against the Company (or any other body corporate over which the Company has Control) or vice versa; and (ii) any matter relating to the determination or dispute under, exercising rights under, or breach or alleged breach of, any agreement or other arrangement between the Company or any other body corporate over which the Company has Control and a Related Party with regard to which matter the Company or any other body corporate over which the Company has Control is in dispute with that Related Party.
“Drag Notice”	In relation to an SCB proposal to transfer all (and not some only) of its shares to a third party purchaser, means a notice in writing from SCB to the Company and each other member of the Company no less than 20 Business Days prior to such proposed transfer.

“General Meeting”	A general meeting of the members of the Company, either in the form of an Annual General Meeting or a general meeting.
“Group”	In relation to a body corporate, means any entity Controlling, Controlled by or under common Control with such body corporate (in each case whether directly or indirectly), provided that unless otherwise specified a member’s Group shall be deemed to not include any entity of any other member’s Group.
“HK dollars” or “HK\$”	The lawful currency of Hong Kong.
“HKT”	Digital Access Limited.
“Hong Kong”	The Hong Kong Special Administrative Region of the People’s Republic of China.
“in writing”	Written or produced by any substitute for writing (including by way of electronic communications where the person to whom the communication is given consents to it being given to him in that form) or partly one and partly another.
“Manager”	Any person to whom the powers of the Board have been delegated in accordance with Article 96.
“Office”	The registered office of the Company for the time being.
“Ordinary Shares”	The ordinary shares in the capital of the Company.
“PCCW”	Digital Harmony Limited.
“Register of Members”	The register of members of the Company.
“Register of Transfers”	The register of share transfers of the Company as described in Article 34.
“Related Party”	A member of the Company (or a member of such member’s Group) or any director of a member (or a director of a member of such member’s Group), or any entity Controlled by such director (whether of a member or a member of such member’s Group).
“SCB”	Standard Chartered Bank (Hong Kong) Limited.
“Seal”	The common seal of the Company.
“Secretary”	Includes a temporary or deputy or assistant Secretary or (if there are joint secretaries) any one of the joint secretaries

and any person appointed by the Directors to perform any of the duties of the Secretary.

“Shareholders’ Agreement” The shareholders’ agreement dated 27 March 2019, entered into by the Company, SCB, PCCW, HKT and Ctrip (as amended from time to time).

“these Articles” These Articles of Association as adopted in accordance with the Shareholders’ Agreement and from time to time altered in accordance with the Companies Ordinance and the expression “this Article” shall be construed accordingly.

Any words or expressions defined in the Companies Ordinance in force at the date when these Articles are adopted shall bear the same meaning in these Articles.

3. Name

The name of the company is “Mox Bank Limited”.

4. Registered Office

The Company’s registered office will be situated in Hong Kong. The Office shall be at such place in Hong Kong as shall from time to time be determined by the Board.

5. Liability of members

The liability of the members is limited.

6. Liability or contributions of members of limited company

The liability of members is limited to any amount unpaid on the shares held by the members.

7. Form of resolution

Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective. A resolution in writing signed or approved (including in electronic form) by or on behalf of all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be treated as a resolution duly passed at a General Meeting of the Company duly convened and held and, where relevant, as a special resolution so passed. Any such resolution in writing may consist of several documents in like form each signed or approved by or on behalf of one or more members.

II - SHARE CAPITAL

8. Share Capital and Initial Shareholdings (on the Company's formation)

Class of shares	Ordinary
The total number of shares that the Company proposes to issue:	20,000
The total amount of share capital to be subscribed by the Company's founder member:	HK\$1,000.00
The amount to be paid up or to be regarded as paid up on the share capital to be subscribed by the Company's founder member:	HK\$1,000.00
The amount to remain unpaid or to be regarded as remaining unpaid on the shares proposed to be issued is:	HK\$0

We, the undersigned, wish to form the Company and wish to adopt these Articles, and we agree to subscribe for the amount of share capital of the Company and to take the number of shares in the Company set opposite our name.

Name of Founder Member	Number of Shares and Total Amount of Share Capital
Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司	20,000 Ordinary Shares, HK\$1,000.00
Total:	20,000 Ordinary Shares, HK\$1,000.00

9. Numbering of shares

The shares in the capital of the Company shall be numbered, each share being distinguished by its appropriate number.

10. Rights attached to shares

Subject to the provisions of the Companies Ordinance and to any special rights conferred on the holders of any shares or class of shares, any of the shares of the Company created may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, return of capital, voting or otherwise as the Company may from time to time by ordinary resolution determine, but so that the special rights attached to any shares conferring preferred or other special rights shall not be varied or abrogated except with such sanction as is provided by these Articles.

11. Unissued shares

Subject to the provisions of these Articles and the Shareholders' Agreement, the Board may allot the unissued shares of the Company or grant rights to subscribe for, or to convert any security into shares in the Company, at such times and for such consideration and upon such terms and conditions as the Board may decide, provided that the Board shall not exercise any of its powers to allot shares, grant rights to subscribe for, convert securities into, or otherwise deal with or dispose of the same without the prior approval of the Company in General Meeting where such approval is required by the Companies Ordinance.

12. Redeemable shares

Subject to sections 234 to 235 of the Companies Ordinance, the Company may issue shares on terms that they are, or at the option of the Company or the holder of such shares are liable, to be redeemed. Subject to the provisions of these Articles and the Shareholders' Agreement, the Directors may determine the terms, conditions and manner of redemption of such shares.

III - MEMBERS AND MEMBERSHIP

13. Members of the Company

The members of the Company shall be those persons who have agreed or shall hereafter agree to become shareholders in the Company and whose names are or shall hereafter be entered in the Register of Members hereinafter mentioned.

14. Register of Members

The Company shall keep in one or more books a register of its members and enter therein the following particulars:

- (A) the names and addresses, and the occupations or descriptions, of the members and the number and shares held by each member distinguishing each share by its number and the amount paid on the shares of each member;
- (B) the date on which each person was entered in the register as a member; and
- (C) the date on which any person ceased to be a member.

IV - VARIATION OF RIGHTS

15. Variation of rights

Subject to the provisions of these Articles and the Shareholders' Agreement, whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, either with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution (as defined by the Companies Ordinance) passed at a separate meeting of such holders (but not otherwise), be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate meeting all the provisions of these Articles relating to General Meetings and as to votes and voting thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third of the issued shares of that class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, one person who holds shares of the class, or his proxy, shall be a quorum), or, if there is only one member holding shares of that class, the necessary quorum shall be one person, and that the holders of shares of that class shall on a poll have the same rights as to voting as are specified in Article 72. The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not, unless otherwise expressly provided by the conditions of issue thereof, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

V - SHARES

16. Payment of commission

The Company may exercise the powers of paying commissions conferred by sections 147 and 148 of the Companies Ordinance, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said section and the rate of the commission shall not exceed the rate of 10 per cent. of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent. of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

17. Trusts not recognised

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or recognise any equitable

contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as otherwise provided by law or these Articles) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

18. Right to share certificate

Every person whose name is entered as a member in the Register of Members shall be entitled without payment to receive within two months after allotment or 10 Business Days after lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or, upon payment of such sum, not exceeding HK\$5.00, for every certificate after the first as the Board shall from time to time determine, to several certificates, each for one or more of his shares. Every certificate shall be issued under the Seal and bear the signature of any one Director and shall be counter-signed by the Secretary. Every certificate shall specify the number and class of shares, and if required, the distinctive numbers thereof, to which the certificate relates, and the amount paid up thereon. In the case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of the certificate for a share to one of several joint holders shall be sufficient delivery to all.

19. Replacement of share certificate

If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee (if any), not exceeding HK\$5.00, and on such terms (if any) as to evidence and indemnity as the Directors think fit.

VI - LIEN

20. Company's lien on shares not fully paid

The Company shall have a first and paramount lien on every share not being a fully paid share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single member for all the debts and liabilities of such member or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member and whether the period for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Article.

21. Enforcing lien by sale

The Company may sell, in such manner as the Board think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of 14 clear 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 registered holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the share. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

22. Application of proceeds of sale

The net proceeds of sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

VII - CALLS ON SHARES

23. Calls

The Board may from time to time make calls upon the members in respect of any or all moneys unpaid on their shares, and each member shall (subject to receiving at least 14 clear 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. A call may be made payable by instalments and may be revoked or postponed as the Board may determine.

24. Timing of calls

A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

25. Liability of joint holders

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

26. Interest due on non-payment

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 5 per cent. per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.

27. Sums due on allotment treated as calls

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 Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these Articles 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.

28. Power to differentiate

The Board may, on the issue of shares, differentiate between the holders in the amounts of calls to be paid and the times of payment.

29. Payment of calls in advance

The Board may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and, upon all or any of the moneys so advanced, may (until the same would, but for such advance, become presently payable) pay or allow in advance interest at such rate, not exceeding (unless the Company in General Meeting shall otherwise direct) 5 per cent. per annum, as may be agreed upon between the Board and the member paying such sum in advance.

VIII - TRANSFER OF SHARES

30. Restriction on transfer

No Disposal of any shares or any legal or beneficial interest in a share shall be permitted except a transfer of the entire legal and beneficial interest in the share and in accordance with these Articles and the provisions of the Shareholders' Agreement.

“**Disposal**” includes, without limitation:

- (A) sale, assignment or transfer;
- (B) creating or permitting to subsist any pledge, charge, mortgage, lien or other security interest or encumbrance;
- (C) creating any trust or conferring any interest;
- (D) any agreement, arrangement or understanding in respect of votes or the right to receive dividends;
- (E) the renunciation or assignment of any right to subscribe or receive a share or any legal or beneficial interest in a share, other than any failure by a member to subscribe for shares pursuant to the Shareholders' Agreement;

- (F) any agreement to do any of the above, except an agreement to transfer shares which is conditional on compliance with the terms of the Shareholders' Agreement; or
- (G) the transmission of a share by operation of law.

31. Drag along and tag along

- (A) Subject to the provisions of the Shareholders' Agreement, if SCB proposes to transfer all (and not some only) of its shares to a third party purchaser, SCB shall have the right, exercisable by giving a Drag Notice to the Company, PCCW, HKT and Ctrip, to require each of PCCW, HKT and Ctrip to sell all of its shares to the proposed transferee on the same terms and at the same price per share for cash consideration payable upon completion.
- (B) Subject to the provisions of the Shareholders' Agreement, if SCB proposes to transfer all (and not some only) of its shares to a third party purchaser, and has not otherwise provided a Drag Notice, SCB shall notify the Company, PCCW, HKT and Ctrip of its intention to transfer all its shares, and each of PCCW, HKT and Ctrip shall have the right, exercisable by written notice to SCB within 20 Business Days of such notice from SCB, to require SCB to procure the proposed transferee to buy all of the shares held by each of PCCW, HKT and Ctrip and any members of its Group, at the same time and on the same terms and conditions.

32. Form and execution of transfer

Shares in the Company shall be transferred by instrument in the usual or common form or in any other form approved by the Board. The instrument of transfer of a share shall be signed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

33. Right to decline registration of partly paid shares

The Board may, subject to sections 151, 152 and 158 of the Companies Ordinance, at any time and without assigning any reason therefor, decline to register any transfer of shares to a person of whom they shall not approve, and they may also decline to register any transfer of shares on which the Company has a lien. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.

34. Register of Transfers

All instruments of transfer of shares which shall be registered will be retained by the Company and the Board shall cause particulars thereof to be entered in a book to be kept under the supervision of the Board and to be called the "Register of Transfers".

35. Other rights to decline registration

The Board may also decline to recognise any instrument of transfer, unless:

- (A) such fee, not exceeding HK\$5.00, as the Board may from time to time require shall have been paid to the Company in respect thereof;
- (B) the instrument of transfer is deposited at the Office or such other place as the Board may appoint accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (C) the instrument of transfer is in respect of only one class of share.

36. Closure of Register of Transfers

The Register of Transfers may be closed at such times and for such period as the Board may from time to time determine, provided always that it shall not be closed for more than 30 days in any year or, where the period for closing the Register of Members is extended in respect of that year under section 632(3) of the Companies Ordinance, for more than that extended period.

37. Registration fee

There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares such fee, not exceeding HK\$5.00, as the Board may from time to time require or prescribe.

38. Renunciation of allotment

Nothing in these Articles shall preclude the Board from recognising the renunciation of the allotment of any share by the allottee in favour of some other person.

IX - TRANSMISSION OF SHARES

39. Transmission on death

Subject to the provisions of these Articles, in case of the death of a member the survivors or survivor where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any share solely or jointly held by him.

40. Election of person entitled by transmission

Subject to the provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence as to his

title being produced as may from time to time be required by the Board, and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.

41. Election of person entitled by transmission

Subject to the provisions of these Articles, if the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of such share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by such member.

42. Rights of person entitled by transmission

Subject to the provisions of these Articles, a person becoming entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to receive and may give a discharge for all dividends and other moneys payable in respect of the shares, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company or save as aforesaid to any of the rights or privileges of a member until he shall have become a member in respect of the share. Provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and, if the notice is not complied with within 90 days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

X - FORFEITURE OF SHARES

43. Notice if call or instalment not paid

If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

44. Form of notice

Such notice shall name a further day 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 at or before the time and at the place appointed the shares on which the call was made will be liable to be forfeited.

45. Forfeiture for non-compliance with notice

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 have been made be forfeited by a resolution of the Board to that effect and such forfeiture shall include all dividends which shall have been declared on the forfeited shares and not actually paid before the forfeiture. The Board may accept the surrender of any shares liable to be forfeited hereunder and in such cases references in these Articles to forfeiture shall include surrender.

46. Notice after forfeiture

Where any share has been forfeited, an entry to that effect shall be made in the Register of Members opposite the forfeited share and notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by reason of the death or bankruptcy of the holder (as the case may be) but no forfeiture shall be in any manner invalidated by any omission or neglect to make such entry or to give such notice as aforesaid.

47. Sale of forfeited shares

A forfeited share may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Board shall think fit. The Board may for the purposes of the disposal authorise some person to execute an instrument of transfer to the designated transferee. The Company may receive the consideration (if any) given for the share on its disposal. At any time before such a sale or disposition the forfeiture may be cancelled on such terms as the Board think fit.

48. Arrears to be paid notwithstanding forfeiture

A member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the shares, with interest thereon at seven per cent. per annum from the date of forfeiture until payment (or at such other rate as the Board may from time to time determine), but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

49. Statutory declaration as to forfeiture

A statutory declaration in writing that the declarant is a Director, Manager or Secretary of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof shall 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 and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

50. Forfeiture for non-payment on fixed date

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

XI – ALTERATION OF CAPITAL

51. Increase of capital

Subject to the provisions of the Shareholders' Agreement, the Company in a General Meeting may from time to time by ordinary resolution alter its share capital in any one or more of the ways set out in the Companies Ordinance or in any other manner authorised.

52. Consolidation, subdivision and cancellation

Subject to the provisions of the Shareholders' Agreement, the Company may by ordinary resolution:

- (A) consolidate and divide all or any of its shares whether issued or unissued and whether forming part of its present or increased capital into shares of larger amount than its existing shares;
- (B) sub-divide its shares or any of them whether issued or unissued and whether forming part of its present or increased capital into shares of smaller amount than the amount of the shares to be sub-divided but so that in the sub-division the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
- (C) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of the shares so cancelled.

Where any difficulty arises in regard to any consolidation or division under paragraph (A) or (B) of this Article, the Board may deal with the difficulty as it thinks fit and in particular may issue fractional certificates or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale in due proportion among those members who would have been entitled to the fractions and for this purpose the Board may authorise some person to transfer the shares representing fractions to the purchaser, who 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.

53. Pre-emption rights

Subject to the provisions of the Shareholders' Agreement, the Company may by the resolution creating any new shares direct that the new shares, or any of them, shall be offered in the first instance to all the then members of the Company or to any class thereof

for the time being, in proportion to the number of shares or shares of the class held by them respectively, or make any other provisions as to the issue of the new shares. In the event there is no such direction, or so far as the same shall not extend, the new shares shall be at the disposal of the Board, who may offer, allot, grant options over or otherwise dispose of them to such persons and on such terms as they shall think fit.

54. Application of these Articles to new shares

The new shares shall be subject to the same provisions in these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise as the existing shares in the Company.

55. Reduction of capital

Subject to the provisions of the Shareholders' Agreement, the Company may by special resolution reduce its share capital in any manner and with, and subject to, any confirmation or consent required by law.

56. Buy back of own shares

Subject to the provisions of the Shareholders' Agreement, at any time while the Company is an unlisted company within the meaning of the Companies Ordinance, it may, subject to sections 244 to 256 of the Companies Ordinance, buy back its own shares (including any redeemable shares).

XIII - GENERAL MEETINGS

57. Annual General Meetings

Subject to the provisions of the Companies Ordinance, a General Meeting shall be held in every year at such time and place in Hong Kong as may be determined by the Board and shall specify the meeting as such in the notices calling it; and not more than six months shall elapse after the end of its accounting reference period by reference to which the financial year is to be determined. The general meetings referred to in this Article shall be called Annual General Meetings. All other general meetings shall be called general meetings.

58. General Meetings

The Board may convene a general meeting whenever they think fit. If at any time there are not within Hong Kong sufficient Directors capable of acting to form a quorum, any Director; any two members of the Company; or, if there is only one member of the Company, that member, may convene a general meeting. The Board shall convene a general meeting on requisition as provided by sections 566 to 568 of the Companies Ordinance. The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Office and may consist of several documents in the like form each signed by one or more of the requisitionists.

59. Requisitions

If the Board do not within 21 days from the date of the requisition being so deposited proceed duly to convene the meeting for a day not more than 28 days after the date on which the notice convening the meeting is given, the requisitionists or a majority of them may themselves convene the meeting but any meeting so convened shall not be held after the expiration of three months from the date of the deposit and shall be held only for the objects stated in the requisition.

60. Requisitions

Any meeting so convened by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Board.

XIV - NOTICE OF GENERAL MEETINGS

61. Length of notice

In the case of an Annual General Meeting, at least 21 days' notice, and in any other case at least 14 clear days' notice, shall be given in writing to all such members and Directors as are under the provisions in these Articles entitled to receive notices from the Company and to the Auditors of the Company.

PROVIDED THAT a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- (A) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (B) in the case of any other meeting, by a majority number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. of the total voting rights at the meeting of the members.

62. Omission or non-receipt of notice

The accidental omission to give notice to, or the accidental omission to send any document relating to any meeting to, or the non-receipt of notice by any person, shall not invalidate the proceedings at any General Meeting.

63. Contents of notice

Every notice of meeting shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of such business. The notice convening a meeting to pass a special resolution shall also specify the intention to propose the resolution as a special resolution. There shall appear on every such notice with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of the member and that a proxy need not be a member of the Company.

XV - PROCEEDINGS AT GENERAL MEETINGS

64. Quorum

No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided in these Articles, a quorum shall exist at any duly convened General Meeting if at least one representative of each member's Group as provided under the Shareholders' Agreement is in attendance (or, if there is only one member of the Company, that member present in person or by proxy shall be a quorum). A corporation being a member shall be deemed for the purpose of these Articles to be present in person if represented by its representative or in accordance with the provisions of the Companies Ordinance.

65. Procedure if quorum not present

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of or by members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and such time and place in Hong Kong as the Board may determine and if at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the quorum for such adjourned meeting shall be as provided under the Companies Ordinance.

66. Chairman of General Meeting

The chairman (if any) of the Board and in his absence another Director nominated by such chairman to act as the chairman of the Board shall preside as chairman at every General Meeting of the Company. If there be no such officers, or if at any meeting neither be present within 15 minutes after the time appointed for holding the meeting, or be willing to act as chairman, the members present shall choose some Director present to be chairman, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be chairman.

67. Adjournments

The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place (in Hong Kong), 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. When a meeting is adjourned for 21 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

68. Method of voting

At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (A) the chairman; or
- (B) any member present in person or by proxy.

Unless a poll is so demanded, a declaration by the chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

69. Result of poll

If a poll is duly demanded, it shall be taken in such manner as the chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

70. When poll to be taken

A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time (being not later than 30 days after the date of the demand) and place in Hong Kong as the chairman directs. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.

71. Continuance of other business after poll demanded

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. A demand for a poll may be withdrawn.

XVI - VOTES OF MEMBERS

72. Votes of members

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a member shall have one vote. On a poll every member who is present in person or by proxy shall have one vote for each share of which he is the holder.

73. Votes of joint holders

In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

74. Voting on behalf of incapable member

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by such court, and such committee, receiver, curator bonis or other person may on a poll vote by proxy, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which such person claims to vote.

75. Objections

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

76. Votes on a poll

On a poll, votes may be given either personally or by proxy.

77. Appointment of proxies

The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under the Seal or under the hand of an officer or attorney so authorised.

78. Appointment of proxies

A proxy need not be a member of the Company.

79. Receipt of proxies

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy or a copy certified in accordance with the Powers of Attorney Ordinance (Cap. 31 of the Laws of Hong Kong) of such power or authority, shall be deposited at the Office or at such other place within Hong Kong as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than

24 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

80. Forms of proxy

An instrument of proxy may be in the following form, or in any other form which the Board shall approve:

Mox Bank Limited

I/We _____ of _____

Being a member/ members of the above named Company hereby appoint

_____ of _____

[, or failing him, _____ of _____] as my/our proxy to vote for me/us, and on my/our behalf, at the Annual General Meeting [or, as the case may be General Meeting] of the Company to be held on the _____ day of _____ 20____, and at any adjournment thereof.

Signed this _____ day of _____ 20____

81. Forms of proxy

Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

Mox Bank Limited

I/We _____ of _____

Being a member/ members of the above named Company hereby appoint

_____ of _____

[, or failing him, _____ of _____] as my/our proxy to vote for me/us, and on my/our behalf, at the Annual General Meeting [or, as the case may be General Meeting] of the Company to be held on the _____ day of _____ 20____, and at any adjournment thereof.

Signed this _____ day of _____ 20____

This form is to be used * in favour of **against** the resolution

Unless otherwise instructed, the proxy will vote as he thinks fit.

* strike out whichever is not desired

An instrument of proxy need not be witnessed and shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

82. Issuing proxy forms

The Board may at the expense of the Company send, by post or otherwise, to the members instruments of proxy (with or without stamped envelopes for their return) for use at any General Meeting or at any meeting of any class of members of the Company, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy.

83. Cancellation of proxy's authority

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

XVII - CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

84. Corporations acting by representatives at meetings

Any corporation 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 meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

XVIII - DIRECTORS

85. Number of Directors

Unless otherwise determined by ordinary resolution of the Company, the number of Directors shall be not less than two and there shall be no maximum number of Directors.

86. Remuneration

Unless otherwise provided under the Shareholders' Agreement, the remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be deemed to accrue from day to day. Subject to the provisions

of the Shareholders' Agreement, the Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of the Board or General Meetings of the Company or in connection with the business of the Company.

87. Additional remuneration

Any Director who by request performs special services for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

88. Directors' shareholding qualification

A Director shall not be required to hold any shares of the Company by way of qualification.

89. Vacation of Director's office

The office of a Director shall be vacated in any of the following events:

- (A) on the expiry of any period specified in the notice of appointment of any particular Director;
- (B) if he resigns his office by notice in writing to the Company at the Office;
- (C) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (D) if he becomes of unsound mind;
- (E) if he is absent (otherwise than upon the business of the Company) from meetings of the Board for six months without leave and the Board resolves that his office be vacated;
- (F) if he becomes prohibited from being a Director by reason of any disqualification order made under Part IVA of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong);
- (G) if he is requested in writing by a member or members holding not less than 75 per cent. of the total value of the Ordinary Shares to resign; or
- (H) if he is requested by the member who appointed him to resign.

90. Permitted interests and voting

- (A) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration or otherwise) as the Board may determine.

- (B) A Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- (C) No Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such transaction, arrangement or contract, or any transaction, arrangement or contract entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any remuneration, profit or other benefit realised by any such transaction, arrangement or contract by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest shall be disclosed by him at the earliest meeting of the Board at which it is practicable for him to do so notwithstanding that the question of entering into the transaction, arrangement or contract is not taken into consideration at that meeting.
- (D) A Director shall be excluded from the making of decisions (whether at meetings of the Board or otherwise) and shall not be counted in the quorum (nor shall his presence be required in order to constitute a quorum), nor shall he be entitled to vote, in respect of any Dispute Matter involving the member who appointed him or any other body corporate over which such member has Control, but such Director may receive information and participate in discussions in respect of the Dispute Matter.
- (E) Except in respect of a Dispute Matter, a Director shall be counted in the quorum and be entitled to vote at a meeting of the Board on any resolution in respect of any matter, contract or proposed contract in which he is interested directly or indirectly.

91. General notice disclosing Director's interest

A general notice in writing given to the Board by any Director to the effect that by reason of the facts specified therein, he is to be regarded as interested in any transaction, arrangement or contract which may thereafter be made by the Company shall be deemed to be a sufficient declaration of interest in relation to any contract so made; provided that no such general notice shall be effective in relation to any transaction, arrangement or contract unless it is given before the date on which the question of entering into the contract is first taken into consideration on behalf of the Company.

92. Pensions and gratuities for Directors

The Board may on behalf of the Company pay a gratuity or pension or allowance on or at any time after the death or retirement of any Director or other person who has held any salaried office or place of profit with the Company to any such former Director or to any such other person or to their widows or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

93. Directors' other interests

Any Director may continue to be or become a director, managing director, manager or other officer or member of any other company in which the Company may be interested, and, subject to the Companies Ordinance, no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such other company unless the Company otherwise directs. The Board may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company).

94. Alternate Directors

- (A) Subject to regulatory approval, any member who has appointed a Director pursuant to Article 105 shall be entitled, by notice in writing to the Company and each other member of the Company, to appoint any person as an alternate Director to exercise the powers, rights and authorities and carry out the responsibilities of that Director at any one or more meetings of the Board or any committee of the Board. For the purposes of the proceedings at such meeting, the provisions of these Articles shall apply as if the alternate Director were a Director. A member may at any time revoke the appointment of an alternate appointed by him and, subject to regulatory approval, appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine.
- (B) Every person acting as an alternate for a Director shall (except as regards the power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall during his appointment 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 for whom he acts as an alternate. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- (C) A Director or any other person may act as an alternate Director to represent more than one Director. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as an alternate, in addition to his own vote if he is also a Director, but he shall count as only one for the purposes of determining whether a quorum is present. Signature by an alternate Director of any resolution in writing or approval of any resolution by him in electronic form of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as signature by the Director for whom he acts as an alternate.

XIX - POWERS OF DIRECTORS

95. General powers of Company vested in Board

Subject to the provisions of the Companies Ordinance, these Articles and the Shareholders' Agreement and to any directions given by special resolution, the business and affairs of the Company shall be managed by the Directors, who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles, and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

96. Delegation to individual Managers

Without prejudice to the generality of the powers conferred by the preceding Article, the Board may appoint one or more Managers upon such terms as to remuneration and otherwise as the Board shall think fit and may delegate to any such Manager or Managers such of the powers of the Board (including power to sub-delegate) as they shall think fit.

97. Delegation to committees

The Board may delegate any of their powers to committees consisting of such person or persons as required under the provisions of the Shareholders' Agreement. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board or by any superior committee of the Board.

98. Committee meetings

The meetings and proceedings of any such committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board under the last preceding Article.

99. Reference to "the Board"

The power to delegate contained in Article 97 shall be effective in relation to the powers of the Board generally and shall not be limited by the fact that in certain Articles, but not in others, express reference is made to particular power being exercised by the Board or by any committee authorised by the Board.

100. Powers of attorney

The Board may from time to time and at any time by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested

in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit.

101. Powers of attorney

Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

102. Borrowing powers

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets and uncalled capital, or any part thereof, and to issue debentures, debenture stock and, subject to sections 140 and 141 of the Companies Ordinance, convertible debentures and convertible debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

103. Cheques. etc.

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

XX - DIRECTORS

104. Persons eligible as Directors

Unless recommended by the Board for election or consented to by all holders of Ordinary Shares, no person shall be eligible for the office of a Director at any General Meeting unless not less than seven clear days nor more than 21 clear days before the day appointed for the meeting there shall have been given to the Secretary notice in writing by some member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by the person to be proposed of his willingness to be elected.

105. Power of members to remove and appoint Directors

Without prejudice to Article 89 and subject to regulatory approval, each member shall be entitled by notice in writing to the Company and each other member of the Company to appoint a number of Directors equal to or less than its Representative Number as set out in the Shareholders' Agreement from time to time and to remove or replace any Director appointed by it from time to time. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

106. Appointment and removal of independent non-executive Directors

The Board shall also include, at a minimum, three or one-third of the total number of Directors (whichever is the higher) independent non-executive Directors in addition to the Directors appointed in accordance with Article 105. Such independent non-executive Directors shall be appointed in accordance with the provisions of the Shareholders' Agreement. The Company may by special resolution remove any independent non-executive Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such independent non-executive Director. Such removal shall be without prejudice to any claim such independent non-executive Director may have for damages for breach of any contract of service between him and the Company.

XXI - PROCEEDINGS OF DIRECTORS

107. Board meetings

- (A) The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Board shall hold meetings in Hong Kong at least four times a year.
- (B) A Director may, and the Secretary on the requisition of a Director or a member shall, at any time summon a meeting of the Board. Wherever practicable, at least five Business Days' notice of each meeting of the Board shall be given to each Director entitled to attend and the notice shall be accompanied by an agenda and a board paper setting out in such reasonable detail as may be practicable in the circumstances the subject matter of the meeting. No resolution may be voted on or passed at any meeting unless the subject matter of the resolution was included in the notice of the meeting given to each Director in accordance with this Article. Notice of a Board meeting shall be deemed to be properly given to a Director if it is given to him personally or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by electronic mail at such electronic mail address as given by him to the Company for this purpose.
- (C) Subject to the Shareholders' Agreement, resolutions of the Directors shall be decided by a majority of the votes cast and each Director shall have one vote, and in the case of an equality of votes, the chairman of the meeting shall have a casting vote.

108. Participation in Board meetings

Any one or more Directors may participate in and vote at meetings of the Board by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to communicate to the others any information or opinions they have on any particular item of business of the meeting. Any Director so participating in a meeting shall be deemed to be present in person and shall count towards the quorum.

109. Quorum

- (A) A quorum shall exist at any meeting of the Board if at least one Director appointed by each member entitled to make such appointment under the Shareholders' Agreement are present or represented by an alternate, provided that, if the Representative Number of any member as set out in the Shareholders' Agreement is zero, or if it does not have a Director appointed on the Board at the time of the relevant meeting of the Board, a Director appointed by such member shall not be required to form a quorum of the Board.
- (B) If a duly convened meeting of the Board is adjourned on two consecutive occasions by reason of a quorum not being present, and at the second adjourned meeting a quorum is not present within 30 minutes of the time specified for such meeting in the notice of the meeting, then those Directors present will constitute a quorum provided at least one Director appointed by the Founder Member is present or represented by an alternate.

110. Powers of Board when number of Directors is below minimum

The continuing Directors may act notwithstanding any vacancies in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may only act for the purpose of filling up vacancies on the Board or of summoning General Meetings of the Company but not for any other purpose.

111. Appointment of chairman of Board meetings

The Founder Member shall be entitled, by notice in writing to the Company and each of the other members of the Company, to nominate a Director to act as the chairman. The chairman shall preside at any meeting of the Board and General Meeting at which he is present. The chairman shall be entitled to nominate another Director to be chairman for any meeting of the Board or General Meeting at which he is not present, but if neither is present at any meeting of the Board within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of such meeting.

112. Competence of meetings

A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.

113. Resolutions in writing

A resolution in writing signed or approved (including in electronic form) by all the Directors for the time being entitled to receive notice of a meeting of the Board (provided that number is sufficient to constitute a quorum) or by all the members of a committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee properly called and constituted. The resolution may be contained in one document or in several documents in like form each signed or

approved by one or more of the Directors or members of the committee concerned. A copy of a resolution that is signed or approved and transmitted by a Director or a member of the committee concerned to the Company by facsimile equipment, electronic mail or other means in electronic form shall be deemed to be a document signed or approved by him for the purposes of this Article.

114. Validity of acts of Board or committee

All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, be as valid as if every such person had been duly appointed, was qualified and had continued to be a Director and had been entitled to vote.

XXII – SECRETARY

115. Appointment and removal of Secretary

The Secretary shall be appointed by the Board as they may think fit and any Secretary may be removed by the Board.

116. Power to act where there is no Secretary

Anything required or authorised to be done by or to the Secretary may, if the office is vacant or if there is for any 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 regard by the Board.

XXIII - THE SEAL

117. The Seal

The Board shall provide a Seal for the Company with such device thereon as the Board may determine, but with the corporate name of the Company engraved thereon, and the Seal may at any time be destroyed and a new Seal substituted therefor.

118. Safe custody of Seal

The Seal shall be under the charge of the Board, who shall provide for the safe custody thereof.

119. Use of Seal

The Seal shall (subject to Article 18) be used and affixed in accordance with regulations made by the Board and every instrument to which the Seal shall be affixed shall be signed:

- (A) by a Director and shall be countersigned by a second Director or by some other person appointed by the Directors for the purpose; or
- (B) by any two persons appointed by the Board for such purpose.

120. Use of Seal outside Hong Kong

The Company may exercise the powers conferred by section 125 of the Companies Ordinance with regard to having one or more official seals for use outside Hong Kong and such powers shall be vested in the Board.

XXIV - MINUTES

121. Purpose of minutes

The Board shall cause minutes to be made in books provided for the purpose of:

- (A) all appointments of officers made by the Board;
- (B) the names of the Directors present at each meeting of the Board and of any committee of Directors; and
- (C) all resolutions and proceedings at all meetings of the Company and separate meetings of classes of members and of the Board and of committees of the Board.

122. Minutes constitute prima facie evidence

Any such minute if purporting to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting of the Company or the Board or the committee of the Board (as the case may be) shall be sufficient evidence of the proceedings thereat and until the contrary is proved every meeting of the Company or of the Board or of a committee of the Board in respect of the proceedings whereat minutes have been so made shall be deemed to have been duly convened and held and all resolutions and proceedings stated in the said minutes to have been passed and held thereat shall be deemed to have been duly passed and held.

XXV - DIVIDENDS AND RESERVES

123. Declaration of dividends by Company

The Company shall distribute to the members in accordance with their respective entitlements as holders of shares such percentage as the Board determines of the Company's profits lawfully available for distribution in each financial year, save where:

- (A) adequate provision is required for working capital requirements, regulatory capital and liquidity requirements or the implementation of any investment program;

- (B) such distribution would, or would be likely to within the period covered by the Initial Business Plan (as set out in the Shareholders' Agreement), result in a breach of any covenant or undertaking given by the Company to any lender; or
- (C) such distribution would be materially prejudicial to the interests of the Company, in the reasonable opinion of the Board.

The Company in General Meeting may declare dividends accordingly.

124. Restriction on dividends

No dividend shall be payable except out of the profits of the Company in accordance with the provisions of the Companies Ordinance and no dividend shall exceed the amount recommended by the Board.

125. Payment of interim dividends by the Board

The Board may from time to time pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company.

126. Calculation of dividends

Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide, all dividends shall be:

- (A) declared and paid in proportion to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid on a share in advance of calls is treated as paid up on the share for the purposes of this Article; and
- (B) apportioned and paid proportionately to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid.

127. Power to create and apply reserves

The Board may from time to time set aside out of the profits of the Company and carry to reserve or reserves such sums as they think proper, which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may properly be applied and, pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit and without its being necessary to keep investments of the reserve separate from other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

128. No interest on dividends

No dividend shall bear interest as against the Company.

129. Dividends not in cash

Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more such ways, and the Board shall give effect to such resolution and, where any difficulty arises in regard to such distribution, the Board may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Board.

130. Payment procedure

Any dividend, bonus or interest on or moneys payable in respect of a share may be paid by cheque or warrant sent through the post to such person and to such address as the holder or all the joint holders shall in writing direct or in some other way agreed between the member (or all joint holders) and the Company. In default of any such direction, such dividend, bonus or interest shall be sent through the post to the registered address of the member or person entitled thereto and, in the case of joint holders, to any one of such joint holders. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission nor for any dividend or other moneys lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant. Payment of the cheque or warrant by the banker on whom it is drawn, if purporting to be duly endorsed, shall be a good discharge to the Company.

131. Receipt by one joint holder

If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividends, bonuses, interest or other moneys payable on or in respect of the share.

132. Unclaimed dividends

All dividends unclaimed for one year after having become payable may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for six years after having become payable may be forfeited by the Directors and shall revert to the Company. The payment into a separate account of any moneys payable in respect of a dividend shall not constitute the Company a trustee in respect thereof for any person.

XXVI - CAPITALISATION OF PROFITS

133. Power to capitalise reserves and funds

The Company may by ordinary resolution, upon the recommendation of the Board, resolve to capitalise any undivided profits of the Company (including profits carried and

standing to any reserve or reserves or other special account or otherwise available for distribution), and accordingly that the Board be authorised and directed to appropriate the profits resolved to be capitalised to the members in proportion to the amounts paid up on the shares held by them respectively, and to apply such profits on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on the shares held by such members respectively, or in paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid, or partly in one way and partly in the other and the Directors shall give effect to such resolution.

134. Powers after capitalisation resolution passed

Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

XXVII – ACCOUNTS

135. Records to be kept

The Board shall cause to be kept such books or accounts as are necessary to exhibit and explain the transactions and financial position of the Company and to give a true and fair view of the state of its affairs, each in accordance with the Companies Ordinance, and in particular (but without limiting the generality of the foregoing provision) proper books of account with respect to:

- (A) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place; and
- (B) all sales and purchases by the Company; and the assets and liabilities of the Company.

136. Inspection of records

The books of account shall be kept at the Office or, subject to the provisions of section 374 of the Companies Ordinance, at such other place or places as the Board think fit, and shall at all times be open to inspection by the Board.

137. Preparation of accounts

The Board shall from time to time in accordance with the provisions of the Companies Ordinance cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets signed on behalf of the Board by three Directors, group accounts (if any) and reports as are required by the Companies Ordinance.

138. Accounts and reports to members and debenture holders

A printed copy of every balance sheet and profit and loss account, including every document required by law to be annexed thereto, which is to be laid before the Company in General Meeting, together with a copy of the Directors' and Auditor's reports shall, at least 21 days before the meeting, be delivered or sent by post to every member and debenture holder of the Company of whose address the Company is aware (or in the case of joint holders of any share or debenture to one of the joint holders).

XXVIII – AUDIT

139. Duties of Auditor

The Auditor shall be appointed and its duties regulated in accordance with the Companies Ordinance.

XXIX - WINDING UP

140. Distribution of assets otherwise than in cash

If the affairs of the Company shall be wound up the liquidator may, with the sanction of a special resolution and any other sanction required by the Companies (Winding Up and Miscellaneous Provisions) Ordinance, divide amongst the members in specie or kind the whole or any part of the assets of the Company available for distribution amongst them (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XXX – INDEMNITY

141. Indemnity of officers

Subject to the provisions of the Companies Ordinance, the Directors, Managers, Secretary, Auditor and other officers for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and their respective executors, administrators and personal representatives, shall be indemnified and secured harmless out of the assets of the Company from and against all actions,

costs, charges, losses, damages and expenses which they or any of them, their or any of their executors or administrators, shall or may incur or sustain by reason of any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain through their own wilful neglect or wilful default respectively, and none of them shall be answerable for the acts, receipts, neglects or defaults of any other of them or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects of the Company shall be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any moneys of the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, unless the same shall happen by or through their own wilful neglect or wilful default respectively.

As far as the Companies Ordinance allows this, the Company may purchase and maintain insurance against any liability for any Director, Manager, Secretary, Auditor and other officer for the time being of the Company.

XXXI - NOTICES

142. Method of service

Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the Register of Members, or by leaving it at that address addressed to the member, or, where appropriate, by using electronic communications to an address notified by the member concerned to the Company for that purpose. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders.

143. Entitlement to notice

Notice of every General Meeting shall be given to all members other than any who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and also to the Auditor for the time being of the Company. No other person shall be entitled to receive notices of General Meetings.