
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Deson Development International Holdings Limited, you should at once hand this circular together with the enclosed form of proxy, to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or the transfer was effected for transmission to the purchaser or the transferee.

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**PROPOSED GENERAL MANDATES
TO ISSUE AND REPURCHASE SHARES,
PROPOSED RE-ELECTION OF RETIRING DIRECTORS,
PROPOSED AMENDMENTS TO THE BYE-LAWS,
PROPOSED ADOPTION OF
THE NEW SHARE OPTION SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the annual general meeting of the Company to be held at 11th Floor, Nanyang Plaza, 57 Hung To Road, Kwun Tong, Kowloon, Hong Kong on Tuesday, 30 August 2022 at 11:00 a.m. or any adjourned meeting hereof to approve matters referred to in this circular is set out in Appendix V to this circular. A form of proxy for use by the shareholders of the Company at the AGM is enclosed herein.

Whether or not you are able or intend to attend the AGM, you are requested to complete and return the enclosed form of proxy to the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (which will be relocated to 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong with effect from 15 August 2022) in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the AGM or any adjourned meeting thereof. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the AGM or any adjourned meeting should you so wish.

SPECIAL ARRANGEMENTS FOR AGM

To protect the attending Shareholders, staff and stakeholders from the risk of infection of COVID-19, the Company will implement certain precautionary and control measures at the AGM against the pandemic. Please refer to the section "Special Arrangements for AGM" of this Circular.

* For identification purpose only

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SPECIAL ARRANGEMENTS FOR AGM

Maintaining social distancing is key to control the spread of COVID-19 in Hong Kong. The Company strongly encourages Shareholders to participate by voting by proxy in advance of the AGM.

All resolutions proposed at the AGM will be decided on a poll. Shareholders are encouraged to exercise their rights to vote at the AGM by appointing the Chairman of the AGM as their proxy to vote on the proposed resolutions at the AGM instead of attending the AGM in person. Physical attendance is not necessary for the purpose of exercising rights of Shareholders.

Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the AGM or any adjournment thereof should they so wish.

Non-registered Shareholders whose Shares are held through banks, brokers, custodians or Hong Kong Securities Clearing Company Limited should consult directly with their banks or brokers or custodians (as the case may be) to assist them in the appointment of proxy.

Shareholders are strongly encouraged to cast their votes by submitting a proxy form appointing the Chairman of the AGM as their proxy.

To protect the attending Shareholders, staff and stakeholders from the risk of infection of COVID-19, the Company will implement the following precautionary and control measures at the AGM against the pandemic:

- (i) Compulsory body temperature check
- (ii) Compulsory wearing of surgical facial masks
- (iii) Mandatory health declaration
- (iv) Maintaining a safe distance between seats
- (v) No provision of refreshments or beverages
- (vi) No distribution of coupons for subsequent consumption

Should anyone seeking to attend the AGM decline to submit to these requirements or be found to be suffering from a fever (i.e. having a body temperature of over 37.5 degrees Celsius) or otherwise unwell, the Company reserves the right to refuse such person's admission to the AGM.

Subject to the development of COVID-19, the Company may change the AGM arrangements at short notice and may issue further announcement as appropriate. Shareholders should check the Company's website (www.deson.com) and Stock Exchange's website at (www.hkexnews.hk) for updates on the latest arrangement of the AGM.

The Company believes that these measures are necessary and appropriate in light of the current pandemic. If any Shareholders has any question relating to the AGM, please contact the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited of Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (which will be relocated to 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong with effect from 15 August 2022).

DEFINITIONS

In this circular, unless the context otherwise requires, the following terms and expressions have the following meanings:

“Adoption Date”	the date on which the New Share Option Scheme becomes unconditional upon fulfilment of the conditions set out in the paragraph headed “Conditions of the New Share Option Scheme” in the section headed “Letter from the Board” of this circular;
“AGM”	the annual general meeting of the Company to be held at 11th Floor, Nanyang Plaza, 57 Hung To Road, Kwun Tong, Kowloon, Hong Kong, on Tuesday, 30 August 2022 at 11:00 a.m. or any adjournment thereof;
“associate(s)” or “close associate(s)”	has the meaning given to it in the Listing Rules;
“Board”	the board of Directors;
“Bye-Laws”	the current bye-laws of the Company;
“Company”	Deson Development International Holdings Limited, an exempted company incorporated in Bermuda with limited liability and the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 262);
“core connected person”	has the meaning given to it the Listing Rules;
“COVID-19”	the coronavirus disease 2019;
“Directors”	the directors of the Company;
“Eligible Participant(s)”	any full time or part time employees, executives, officers or directors (including independent non-executive directors) of the Company or any of its subsidiaries who, in the absolute discretion of the Board, has contributed or may contribute to the Group eligible for Options under the New Share Option Scheme;
“Existing Share Option Scheme”	the share option scheme of the Company adopted on 15 August 2012;
“Group”	the Company and its subsidiaries;
“HK\$”	HK dollars, the lawful currency in Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;

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“Issue Mandate”	the general and unconditional mandate proposed to be granted to the Directors at the AGM to exercise all the power to allot, issue and otherwise deal with Shares with an aggregate nominal amount not exceeding 20% of the aggregate nominal amount of the share capital of the Company in issue as at the date of the passing of the resolution granting such mandate (such mandate to be extended to Shares with the nominal amount of any Shares repurchased by the Company pursuant to the Repurchase Mandate);
“Latest Practicable Date”	Monday, 18 July 2022, being the latest practicable date for ascertaining certain information included in this circular;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“New Bye-Laws”	the new bye-laws of the Company to be adopted at the AGM which will incorporate all of the Proposed Amendments;
“New Share Option Scheme”	the new share option scheme proposed to be adopted by the Company at the AGM, the principal terms of which are set out in Appendix IV to this circular;
“Option(s)”	any option(s) granted or to be granted to Eligible Participant(s) to subscribe for Share(s) under the Existing Share Option Scheme or, after its termination, under the New Share Option Scheme;
“PRC”	the People’s Republic of China;
“Proposed Amendments”	the proposed amendments to the Bye-Laws as set out in Appendix III to this circular;
“Repurchase Mandate”	the general and unconditional mandate proposed to be granted to the Directors at the AGM to repurchase Shares on the Stock Exchange with an aggregate nominal amount up to 10% of the aggregate nominal amount of the share capital of the Company in issue as at the date of the passing of the resolution granting such mandate;
“Scheme Limit”	has the meaning ascribed to it under the New Share Option Scheme as disclosed in Appendix IV to this circular;
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“Share(s)”	share(s) in the issued share capital of the Company;

DEFINITIONS

“Shareholders”	holders of Shares;
“Share Option Scheme”	the Existing Share Option Scheme or the New Share Option Scheme;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Takeovers Code”	the Code on Takeovers and Mergers published by the Securities and Futures Commission, as amended, modified and supplemented from time to time; and
“%”	per cent.

LETTER FROM THE BOARD

 **Deson Development International Holdings Limited**
迪臣發展國際集團有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 262)

Executive Directors:

Mr. Tjia Boen Sien
(Managing Director & Chairman)
Mr. Wang Jing Ning
Mr. Tjia Wai Yip, William
Ms. Tse Hoi Ying

Registered office:

Victoria Place
5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

Independent non-executive Directors:

Dr. Ho Chung Tai, Raymond
Ir Siu Man Po
Mr. Siu Kam Chau

Principal place of business in Hong Kong:

11th Floor, Nanyang Plaza
57 Hung To Road, Kwun Tong
Kowloon
Hong Kong

22 July 2022

To the Shareholders

Dear Sirs,

**PROPOSED GENERAL MANDATES
TO ISSUE AND REPURCHASE SHARES,
PROPOSED RE-ELECTION OF RETIRING DIRECTORS,
PROPOSED AMENDMENTS TO THE BYE-LAWS,
PROPOSED ADOPTION OF
THE NEW SHARE OPTION SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with all the information reasonably necessary to enable them to make an informed decision on whether to vote for or against the above proposed matters which include, *inter alia*, (i) the proposed grant of the Issue Mandate and Repurchase Mandate; (ii) the proposed re-election of retiring Directors; (iii) the proposed amendments to the Bye-Laws; (iv) the proposed adoption of the New Share Option Scheme; and (v) to send you the notice of the AGM.

* *For identification purpose only*

LETTER FROM THE BOARD

2. GENERAL MANDATE TO ISSUE SHARES

At the annual general meeting of the Company held on 30 August 2021, a general and unconditional mandate was given by the Shareholders to the Directors to exercise the powers of the Company to allot, issue and deal with Shares. Such mandate would lapse on the earliest of: (i) the conclusion of the forthcoming annual general meeting of the Company; (ii) the expiration of the period within which the forthcoming annual general meeting of the Company is required by the Bye-Laws or any applicable laws of Bermuda to be held; or (iii) the revocation or variation of the authority by an ordinary resolution of the Shareholders in general meeting. In order to ensure that the flexibility and discretion be given to the Directors in the event that it becomes desirable to allot, issue and deal with the Shares of the Company, approval is being sought from the Shareholders for the granting of the Issue Mandate to the Directors to allot, issue and deal with the Shares up to a maximum of 20 per cent. of the total nominal amount of the share capital of the Company in issue as at the date of the passing of the ordinary resolution set out as resolution numbered 5(A) in the notice convening the AGM and adding to such general mandate any Shares representing the aggregate nominal amount of the Shares repurchased by the Company under the Repurchase Mandate. If the resolution is passed and no Share is repurchased by the Company, exercise in full of the Issue Mandate (on the basis of 1,466,820,600 Shares in issue at the Latest Practicable Date) would result in up to 293,364,120 new Shares being allotted, issued and dealt with by the Company. The authority granted under the Issue Mandate to the Directors will be valid until the earliest of (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Bye-Laws or any applicable law to be held; or (iii) the date on which the authority given under the Issue Mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting.

3. GENERAL MANDATE TO REPURCHASE SHARES

At the annual general meeting of the Company held on 30 August 2021, a general and unconditional mandate was given by the Shareholders to the Directors to exercise the powers of the Company to repurchase Shares. Such mandate will lapse on the earliest of: (i) the conclusion of the forthcoming annual general meeting of the Company; (ii) the expiration of the period within which the forthcoming annual general meeting of the Company is required by the Bye-Laws or any applicable laws of Bermuda to be held; or (iii) the revocation or variation of the authority by an ordinary resolution of the Shareholders in general meeting. A resolution to grant the Directors the Repurchase Mandate will be proposed at the AGM to enable the Directors to exercise the powers of the Company to repurchase its own issued and fully paid Shares up to a maximum of 10 per cent. of the share capital of the Company in issue as at the date of the passing of the ordinary resolution set out as resolution numbered 5(B) in the notice convening the AGM. The authority granted under the Repurchase Mandate to the Directors will be valid until (i) the conclusion of the next annual general meeting of the Company; or (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Bye-Laws or any applicable law to be held; or (iii) the date on which the authority given under the Repurchase Mandate is revoked or varied by an ordinary resolution of the Shareholders in

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general meeting (whichever is the earliest). The notice convening the AGM is set out in Appendix III to this circular. The Company at present has no immediate plan to exercise the Repurchase Mandate.

An explanatory statement as required by the Listing Rules to provide the requisite information on the Repurchase Mandate is set out in Appendix I to this circular.

4. PROPOSED RE-ELECTION OF RETIRING DIRECTORS

In accordance with Bye-Law 99 of the Bye-Laws, one-third of the Directors for the time being shall retire from office by rotation at each annual general meeting of the Company. In addition, the Listing Rules provide that every Director should be subject to retirement by rotation at least once every three years. Pursuant to the above, the Company has stated in the annual report of the Company for the year ended 31 March 2022 that Mr. Tjia Wai Yip, William (“**Mr. William Tjia**”), an executive Director of the Company and Mr. Siu Kam Chau (“**Mr. Siu**”), an Independent non-executive Director of the Company, are retiring and being eligible, offer themselves for re-election at the AGM pursuant to Bye-Law 99 of the Bye-Laws.

In accordance with Bye-Law 91 of the Bye-Laws, any Director appointed by the Board to fill a casual vacancy on the Board or as an addition to the existing Board shall hold office until the first general meeting of the Company after the appointment and be subject to re-election at such meeting. On 1 March 2022, Ms. Tse Hoi Ying (“**Ms. Tse**”) was appointed by the Board as an executive Director of the Company. Ms. Tse is retiring and being eligible, offer herself for re-election at the AGM pursuant to Bye-Law 91 of the Bye-Laws.

Procedure and Process for Nomination of Directors

The Nomination Committee will recommend to the Board for the appointment of a Director including an independent non-executive Director in accordance with the following procedures and process:

- i. The Nomination Committee will, giving due consideration to the current composition and size of the Board, develop a list of desirable skills, perspectives and experience at the outset to focus the search effort;
- ii. The Nomination Committee may, in its sole discretion, consider candidates recommended by any Director or Shareholder (provided that such proposals from Shareholders comply with all the application notice requirements set forth in the Company’s Bye-Laws, the procedures for a Shareholder’s nomination to be properly brought before a general meeting, and the Listing Rules) with due consideration given to the criteria which include but are not limited to the following (collectively the “**Criteria**”):
 - (a) Be of high integrity with a solid record of accomplishment in the individual’s chosen fields;

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- (b) Possess the qualifications, qualities, skills and experience in the relevant industries in which the Group's business is involved in to effectively represent the best interests of all Shareholders;
 - (c) Be able to exercise good judgment and provide the commitment to enhance shareholder value and practical insights and diverse perspectives;
 - (d) Diversity in the aspects, amongst others, of gender, age, cultural and educational background, professional experience, skills, knowledge and length of service;
 - (e) Commitment for responsibilities of the Board in respect of available time and relevant interest. In particular, regarding the appointment of an independent non-executive director, whether the individual can still devote sufficient time to the Board whilst holding directorships in seven (or more) listed companies including the Company;
 - (f) Independence in relation to the appointment of independent non-executive director by reviewing any potential conflicts of interest that he or she and their immediate family members (as defined in the Listing Rules) may have, based on the criteria for independence set forth in Rule 3.13 of the Listing Rules;
 - (g) Potential contributions including the perspectives, skills, experience and diversity that the individual can bring to the Board;
 - (h) Plan(s) in place for the orderly succession of the Board; and
 - (i) Other factors that the Nomination Committee deem to be in the best interests of the Company and its Shareholders.
- iii. The Nomination Committee may adopt any process it deems appropriate and consistent with its terms of reference, the Company's Bye-Laws, the Company's corporate government policy and the policy described here in evaluating the suitability of the candidates, such as interviews, background checks and third-party reference checks;
- iv. Upon considering a candidate suitable for the directorship, the Nomination Committee will hold a meeting and/or by way of written resolutions to, if thought fit, approve the recommendation to the Board for appointment;
- v. The Nomination Committee will consider any director who has indicated his or her willingness to stand for re-election and any other person who is recommended by any shareholders as a candidate. The Nomination Committee may also undertake its own search process for candidates and may retain the services of professional firms or other third parties to assist in identifying and evaluating potential nominees;

LETTER FROM THE BOARD

- vi. The secretary of the Nomination Committee shall call a meeting of the committee, and invite nominations of candidates from Board members, if any, for consideration by the Nomination Committee prior to its meeting. The Nomination Committee may also put forward candidates who are not nominated by Board members;
- vii. For filling a casual vacancy, the Nomination Committee shall make recommendations for the Board's consideration and approval. For proposing candidates to stand for election at a general meeting, the Nomination Committee shall make nominations to the Board for its consideration and recommendation;
- viii. Until the issuance of the shareholder circular, the nominated persons shall not assume that they have been proposed by the Board to stand for election at the general meeting; and
- ix. In order to provide information of the candidates nominated by the Board to stand for election at a general meeting, a circular will be sent to Shareholders. The circular will set out the names, brief biographies (including qualifications and relevant experience), and any other information, as required pursuant to applicable laws, rules and regulations, of the proposed candidates.

The Nomination Committee will evaluate and recommend the retiring Director(s) to the Board for re-appointment by giving due consideration to the Criteria including but not limited to:

- i. The overall contribution and service of the retiring Director(s) to the Company, including but not limited to the attendance of the meetings of the Board and/or its committees and general meetings of the Company where applicable, in addition to the level of participation and performance on the Board and/or its committees; and
- ii. Whether the retiring Director(s) continue(s) to satisfy the Criteria.

The Nomination Committee will evaluate and recommend candidate(s) for the position(s) of the independent non-executive Director(s) by giving due consideration to the factors including but not limited to those set out in Rules 3.10(2) and 3.13 of the Listing Rules in addition to the Criteria.

Recommendation of the Nomination Committee

The Nomination Committee has assessed and reviewed the independent non-executive Director's annual written confirmation of independence based on the independence criteria as set out in Rule 3.13 of the Listing Rules and confirmed that Mr. Siu remains independent. Based on the board diversity policy adopted by the Company, the Nomination Committee also considers that Mr. Siu can contribute to the diversity of the Board, in particular, with his strong and diversified background and professional experience in his expertise. In addition, the Nomination Committee has evaluated the performance of each of the retiring Directors for the year ended 31 March 2022 and found their performance

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satisfactory. Therefore, with the recommendation of the Nomination Committee, the Board has proposed that all the retiring Directors, namely Mr. William Tjia, Ms. Tse and Mr. Siu stand for re-election as Directors at the AGM.

Bye-Law 89 of the Bye-Laws provides that no person, other than a retiring Director, shall, unless recommended by the Board for election, be eligible for election to the office of Director at any general meeting, unless notice in writing of the intention to propose that person for election as a Director, signed by a Shareholder (other than the person to be proposed for election as a Director) duly qualified to attend and vote at the meeting for which such notice is given, and a notice in writing signed by that person of his willingness to be elected shall have been lodged with the Company. The minimum length of the period during which such notices are given shall be at least seven days and the period for lodgment of such notices shall commence no earlier than the day after the dispatch of the notice of the general meeting appointed for such election and end no later than seven days prior to the date of such meeting.

Accordingly, if a Shareholder wishes to nominate a person to stand for election as a Director at the AGM, notice of his intention to propose such person for election as a Director and the notice executed by the nominee of his willingness to be elected must be validly served at the principal place of business of the Company at 11th Floor, Nanyang Plaza, 57 Hung To Road, Kwun Tong, Kowloon, Hong Kong on or before 11:00 a.m. on 23 August 2022.

If a valid notice from a Shareholder to propose a person to stand for election as a Director at the AGM is received after the publication of the notice of the AGM, the Company will publish an announcement to inform Shareholders of the biographical details of the additional candidate proposed.

Details of the biographies of each of the Directors who have offered themselves for re-election are set out in Appendix II to this circular.

5. PROPOSED AMENDMENTS TO THE BYE-LAWS

Reference is made to the announcement of the Company dated 22 July 2022. As set out in the said announcement, the Board proposes to seek approval from the Shareholders at the AGM for the Proposed Amendments in order to (i) to bring the Bye-Laws into line with the relevant requirements of the applicable laws of Bermuda and the Listing Rules; and (ii) make some other housekeeping improvements. Notwithstanding the Proposed Amendments, the contents of the other paragraphs and provisions of the Bye-Laws shall remain unchanged.

The Company has been advised by its Hong Kong and Bermuda legal advisers that the Proposed Amendments are not inconsistent with the requirements of the Listing Rules or the laws of Bermuda. The Company also confirms that there is nothing unusual about the Proposed Amendments for a company listed on the Stock Exchange. The Shareholders are advised that the New Bye-Laws are available only in English and the Chinese translation of the New Bye-Laws provided in Appendix III to this circular in Chinese is for reference only. In case of any inconsistency, the English version shall prevail. Details of the Proposed

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Amendments are set out in Appendix III to this circular and the Proposed Amendments are subject to the approval of the Shareholders by way of a special resolution at the AGM. The Proposed Amendments will take effect on the date on which the Proposed Amendments, and the adoption of the New Bye-Laws, are approved at the AGM.

6. TERMINATION OF THE EXISTING SHARE OPTION SCHEME

The Existing Share Option Scheme was adopted by the Company on 15 August 2012. As at the Latest Practicable Date, the Company does not have any share option scheme other than the Existing Share Option Scheme. A total of 78,700,000 Options were granted by the Board under the Existing Share Option Scheme on 17 April 2015 and 27 November 2020 of which (i) 580,000 of the Options have been exercised; (ii) none of the Options have been cancelled; and (iii) 45,670,000 Options have lapsed. As at the Latest Practicable Date, save for 33,651,851 outstanding Options granted under the Existing Share Option Scheme on 27 November 2020 with an exercise price of HK\$0.125 per Share (which was adjusted to HK\$0.1205 per Share pursuant to a rights issue conducted in December 2021) and exercise period from 27 November 2020 to 26 November 2022 (both dates inclusive), there are no other outstanding Options granted under the Existing Share Option Scheme. Details of the 33,651,851 outstanding Options and the holders of such Options are set out below:

Name	Position	Date of grant	Exercise period	Exercise Price (Note) HK\$	Number of Options held as at the Latest Practicable Date (assuming no adjustment of the Rights Issue completed in December 2021)	Adjusted number of Options held as at the Latest Practicable Date (after the Rights Issue completed in December 2021)
Mr. Tjia Boen Sien	Chairman of the Board, Executive Director and Managing Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	800,000	829,629
Mr. Wang Jing Ning	Executive Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	9,000,000	9,333,333
Mr. Tjia Wai Yip William	Executive Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	8,000,000	8,296,296

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Name	Position	Date of grant	Exercise period	Exercise Price (Note) HK\$	Number of Options held as at the Latest Practicable Date (assuming no adjustment of the Rights Issue completed in December 2021)	Adjusted number of Options held as at the Latest Practicable Date (after the Rights Issue completed in December 2021)
Ms. Tse Hoi Ying	Executive Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	6,000,000	6,222,222
Dr. Ho Chung Tai, Raymond	Independent Non-Executive Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	800,000	829,629
Ir Siu Man Po	Independent Non-Executive Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	800,000	829,629
Mr. Siu Kam Chau	Independent Non-Executive Director	27 November 2020	27 November 2020 to 26 November 2022	0.125	800,000	829,629
Other employees of the Group	Employees of the Group	27 November 2020	27 November 2021 to 26 November 2022	0.125	6,250,000	6,481,484
Total					<u>32,450,000</u>	<u>33,651,851</u>

Note: As a result of the Rights Issue completed in December 2021, the Company adjusted the number of Shares to be issued upon exercise of the Share Options and the exercise prices of the Options in accordance with the relevant terms of the Existing Share Option Scheme, Rule 17.03(13) of the Listing Rules, the Supplementary Guidance on Main Board Listing Rule 17.03(13) and the Note Immediately After the Rule attached to the Frequently Asked Question No. 072-2020 issued by the Stock Exchange on 6 November 2020 (the “**Stock Exchange Supplementary Guidance**”). The adjusted exercise price per Option is HK\$0.1205.

The Directors confirmed that no Options were granted by the Board under the Existing Share Option Scheme to persons who are not employees and Directors of the Company.

Save for the above, as at the Latest Practicable Date, there were no other options issued under the Existing Share Option Scheme. None of the Options granted under the Existing Share Option Scheme was cancelled pursuant to the terms of the Existing Share

LETTER FROM THE BOARD

Option Scheme up to the Latest Practicable Date. Immediately upon adoption of the New Share Option Scheme, the Board will terminate the Existing Share Option Scheme and no further Options under the Existing Share Option Scheme will be offered.

7. PROPOSED ADOPTION OF THE NEW SHARE OPTION SCHEME

The terms of the New Share Option Scheme and the Existing Share Option Scheme are broadly similar. A few changes have been made to reflect changes to the Listing Rules and to market practice in this area since the Existing Share Option Scheme was adopted. There is no material difference in terms between the Existing Share Option Scheme and the New Share Option Scheme to be adopted.

A summary of the principal terms of the proposed New Share Option Scheme is set out in Appendix IV to this circular.

The Company proposes to adopt the New Share Option Scheme which complies with Chapter 17 of the Listing Rules. At the AGM, an ordinary resolution will be proposed for the Company to approve and adopt the New Share Option Scheme, which will take effect on the date of its adoption at the AGM for a term of 10 years from the Adoption Date subject to the Stock Exchange granting approval for the listing of and dealing in the Shares to be issued and allotted pursuant to the exercise of the Options in accordance with the terms and conditions of the New Share Option Scheme.

The purpose of the New Share Option Scheme is to enable the Group to grant Options to selected Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group. The Directors consider that it is in line with modern commercial practice that appropriate Eligible Participants determined by the Board from time to time on the basis of their contribution to the development and growth of the Group, should be given incentives in the form of Options to subscribe for Shares.

The terms of the New Share Option Scheme provide that in granting Options under the New Share Option Scheme, the Board can determine whether there is any minimum holding period, and whether there is any performance target which must be achieved, before an Option granted under the New Share Option Scheme can be exercised. The Board will also determine the option price per Share payable on the exercise of an Option according to the terms of the New Share Option Scheme. With such conditions, together with the incentive that the Option will bring about, the Board would be able to ensure a specified level of standard, which the Board believes will serve the purpose of the New Share Option Scheme.

Subject to the New Share Option Scheme becoming effective, the Directors intend to exercise their powers under the New Share Option Scheme during the period of the New Share Option Scheme with the objective of serving the purpose of the New Share Option Scheme as stated above.

Subject to the New Share Option Scheme becoming effective, the Directors will grant Options to selected Eligible Participants to subscribe for Shares under the New Share Option Scheme and to allot and issue Shares pursuant to the exercise of any outstanding

LETTER FROM THE BOARD

Options which may be granted under the New Share Option Scheme. The Company has no concrete plan to grant Options in the coming 12 months under the New Share Option Scheme as at the Latest Practicable Date.

The Board considers that it is not appropriate to state the value of all Options that can be granted under the New Share Option Scheme as if they had been granted on the Latest Practicable Date as a number of variables which are crucial for the calculation of the option value have not been determined. Such variables include the exercise price, exercise period, lock up period (if any), performance targets set (if any) and other relevant variables. The Board believes that any calculation of the value of the Options as at the Latest Practicable Date would be based on a great number of speculative assumptions and would therefore not be meaningful and be misleading to the Shareholders.

The Board or a duly constituted committee of the Board will be responsible for administering the New Share Option Scheme. There are no trustees appointed for the purposes of the New Share Option Scheme.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, as at the Latest Practicable Date, no Shareholder had any material interest in the adoption of the New Share Option Scheme. Accordingly, no Shareholder is required to abstain from voting on the resolution approving the adoption of the New Share Option Scheme at the AGM.

As at the Latest Practicable Date, none of the Directors or substantial Shareholder or any of their respective close associates has any interest in business which competes with or may compete with the business of the Group or has any other conflict of interests which any person has or may have with the Group.

Subject to the obtaining of the Shareholders' approval with respect to the adoption of the New Share Option Scheme at the AGM, the total number of Shares which may be issued upon exercise of the Options to be granted under the New Share Option Scheme and any other share option schemes of the Company must not in aggregate exceed 10 per cent. of the Shares in issue of the Company at the date of approval and adoption of the New Share Option Scheme, unless the Company obtains a fresh approval from Shareholders to renew the 10% Scheme Limit on the basis that the maximum number of Shares in respect of which Options may be granted under the New Share Option Scheme together with any Options outstanding and yet to be exercised under the New Share Option Scheme and any other schemes shall not exceed 30% of the issued share capital of the Company from time to time. Having taken into accounts of the outstanding Options, which are less than 10% of the total number of Shares in issue, the Company is of the view that the 30% threshold requirement can be met.

Assuming no Shares will be issued or repurchased between the period from the Latest Practicable Date and up to the date of the AGM on which the New Share Option Scheme is expected to be adopted by the Shareholders, the total number of the Shares in issue of the Company as at the date of the AGM will be 1,466,820,600 Shares. Subject to the New Share Option Scheme becoming effective, assuming that no further Options will be granted under the Existing Share Option Scheme and no Options will be proposed to be granted under the

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New Share Option Scheme prior to the date of the AGM, the Company may grant further options in respect of which up to 146,682,060 Shares may be issued under the New Share Option Scheme. The Company may seek separate approval by its Shareholders to renew the 10% limit on the basis that the maximum aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of the Company shall not exceed 30% of Shares in issue (i.e., 440,046,180 Shares) from time to time.

A summary of the principal terms of the New Share Option Scheme is set out in the Appendix IV to this circular. A copy of the New Share Option Scheme will be published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at www.deson.com for a period of not less than 14 days before the date of the AGM up to and including the date of the AGM and is also made available for inspection at the AGM.

Conditions of the New Share Option Scheme

The adoption of New Share Option Scheme is conditional upon:

- (a) the Shareholders passing an ordinary resolution to terminate the Existing Share Option Scheme and to adopt the New Share Option Scheme at the AGM; and
- (b) the Listing Division of Stock Exchange granting the listing of and permission to deal in the Shares to be issued pursuant to the exercise of any Options granted under the New Share Option Scheme up to the Scheme Limit.

Application will be made to the Listing Division of the Stock Exchange for, among other matters, the listing of and permission to deal in, up to 146,682,060 Shares (subject to adjustment as is permissible under the rules of the New Share Option Scheme), representing 10% of the Shares in issue as at the date of the AGM (assuming no Shares will be issued or repurchased by the Company from the Latest Practicable Date to such date), which may be issued pursuant to the exercise of Options granted under the New Share Option Scheme. As at the Latest Practicable Date, no Option has been granted or agreed to be granted under the New Share Option Scheme.

An announcement will be made by the Company on the outcome of the AGM in relation to the proposed adoption of the New Share Option Scheme.

8. AGM

A notice of the AGM is set out in Appendix V to this circular.

A form of proxy for use at the AGM is also enclosed with this circular. Whether or not you are able or intend to attend the AGM, you are requested to complete and return the enclosed form of proxy to the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (which will be relocated to 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong with effect from 15 August 2022) in accordance with the instructions printed thereon as soon as possible and in any event not less than 48 hours before the time

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appointed for the holding of the AGM or any adjourned meeting thereof. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the AGM or any adjourned meeting should you so wish.

The Company is closely monitoring the impact of COVID-19 in Hong Kong. Should there be any changes to the AGM arrangements, the Company will release further announcements on the websites of the Stock Exchange (www.hkexnews.hk) and the Company (www.deson.com).

9. VOTING BY POLL AT GENERAL MEETINGS

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll except where the chairman of the meeting, in good faith and in compliance with the Listing Rules, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. Therefore, pursuant to Bye-Law 69, each resolution set out in the notice to the AGM which is put to vote at the AGM shall be decided by poll. The Company will appoint scrutineers to handle vote-taking procedures at the AGM. The results of the poll will be published on the Stock Exchange's website at www.hkexnews.hk and the Company's website at www.deson.com as soon as possible after the conclusion of the AGM.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholders are required to abstain from voting on the resolutions to be proposed at the AGM.

10. CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from Thursday, 25 August 2022 to Tuesday, 30 August 2022, both days inclusive, for determining the identity of the Shareholders who are entitled to attend and vote at the AGM. During this period, no transfer of Shares will be registered. In order to be eligible to attend and vote at the AGM, unregistered holders of the Shares should ensure that all transfer of forms accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (which will be relocated to 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong with effect from 15 August 2022) not later than 4:30 p.m. on Wednesday, 24 August 2022.

11. DOCUMENTS ON DISPLAY

Copy of the New Share Option Scheme is published on the websites of the Stock Exchange at www.hkexnews.hk and the Company at www.deson.com for a period of not less than 14 days before the date of the AGM up to and including the date of the AGM.

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12. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and believe the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

13. RECOMMENDATION

The Directors consider that (i) the proposed grant of the Issue Mandate and the Repurchase Mandate; (ii) the proposed re-election of retiring Directors; (iii) the proposed amendments to the Bye-Laws; and (iv) the proposed adoption of the New Share Option Scheme in each case as described in this circular, are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Board recommends all Shareholders to vote in favour of all the resolutions to be proposed at the AGM.

By Order of the Board
Deson Development International Holdings Limited
Tjia Boen Sien
Managing Director and Chairman

The Listing Rules permit companies with primary listing on the Stock Exchange to repurchase their fully paid-up Shares on the Stock Exchange subject to certain restrictions.

The following is the explanatory statement required to be sent to the Shareholders under the Listing Rules to enable them to make an informed decision on whether to vote for or against the ordinary resolution in relation to the grant of the Repurchase Mandate.

1. REASONS FOR THE REPURCHASE MANDATE

The Directors believe that the granting of the Repurchase Mandate is in the best interests of the Company and the Shareholders. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value and/or the earnings per Share of the Company and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders. The Directors have no present intention to repurchase any of the securities of the Company.

2. SHARE CAPITAL

As at the Latest Practicable Date, the issued share capital of the Company comprised 1,466,820,600 Shares of HK\$0.10 each.

Subject to the passing of the resolution approving the Repurchase Mandate, and assuming no Shares will be issued or repurchased by the Company during the period between the Latest Practicable Date and the date of the AGM, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 146,682,060 Shares.

3. FUNDING OF REPURCHASES

In repurchasing Shares, the Company may only apply funds legally available for such purpose in accordance with its memorandum of association and Bye-Laws, the Listing Rules and the applicable laws of Bermuda. Bermuda law provides that the amount of capital repaid in connection with a share repurchase may only be paid out of the capital paid up on the relevant Shares, or out of funds of the Company otherwise available for dividend or distribution or the proceeds of a new issue of Shares made for such purpose. The amount of premium payable on repurchase may only be paid out of either the funds of the Company otherwise available for dividend or distribution or out of the share premium or contributed surplus accounts of the Company.

If the Repurchase Mandate were exercised in full, there might be a material adverse effect on the working capital or gearing position of the Company (as compared with the position disclosed in the audited financial statements contained in the annual report of the Company for the year ended 31 March 2022). However, the Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements or the gearing levels of the Company which in the opinion of the Directors are from time to time appropriate for the Company.

4. DIRECTORS DEALINGS AND CORE CONNECTED PERSONS

None of the Directors nor, to the best of their knowledge and belief having made all reasonable enquiries, their close associates, have any present intention to sell to the Company or its subsidiaries any Shares under the Repurchase Mandate if such is approved by the Shareholders.

No core connected persons of the Company have notified the Company that they have a present intention to sell Shares to the Company or its subsidiaries or have undertaken not to do so in the event that the Repurchase Mandate is approved by the Shareholders.

5. SHARE PRICES

The highest and lowest prices at which the Shares were traded on the Stock Exchange during each of the previous twelve months prior to the Latest Practicable Date were as follows:

	Trading price per Share	
	Highest <i>HK\$</i>	Lowest <i>HK\$</i>
2021		
July	0.132	0.119
August	0.121	0.104
September	0.120	0.097
October	0.112	0.097
November	0.108	0.095
December	0.109	0.087
2022		
January	0.142	0.086
February	0.132	0.103
March	0.126	0.088
April	0.108	0.091
May	0.130	0.090
June	0.104	0.081
July (up to the Latest Practicable Date)	0.091	0.075

6. SHARE REPURCHASES MADE BY THE COMPANY

During the six months preceding the Latest Practicable Date, the Company had not repurchased any Shares on the Stock Exchange.

7. DIRECTORS' UNDERTAKING

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the powers of the Company to make repurchases pursuant to the Repurchase Mandate and in accordance with the Listing Rules, the applicable laws of Bermuda and the regulations set out in its memorandum of association and Bye-Laws.

8. TAKEOVERS CODE

If, on the exercise of the power to repurchase Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (as defined under the Takeovers Code) could, depending on the level of increase of the Shareholder's interest, obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, to the best of the knowledge and belief of the Directors, Sparta Assets Limited ("**Sparta Assets**"), which was wholly owned by Mr. Tjia, our Managing Director and executive Director, was directly interested in 524,902,500 Shares representing approximately 35.79% of the issued share capital in the Company as at the Latest Practicable Date, Mr. Tjia also had direct personal interest in 129,002,400 Shares, representing approximately 8.79% of the issued share capital in the Company as at the Latest Practicable Date.

In the event that the Repurchase Mandate was exercised in full by the Company, the aggregate percentage shareholding of Sparta Assets and Mr. Tjia in the Company would increase from approximately 44.58% to approximately 49.53%. Such increases would give rise to an obligation to Sparta Assets and Mr. Tjia to make a mandatory offer under Rule 26 of the Takeovers Code. Save as disclosed above, the Directors are not aware of any Shareholder or group of Shareholders acting in concert, who may become obliged to make a mandatory offer under Rule 26 of the Takeovers Code as a consequence of any purchases made pursuant to the Repurchase Mandate.

The Directors have no present intention to exercise the Repurchase Mandate to such extent as would result in a mandatory offer obligation being imposed on any Shareholders or cause the public float to fall below 25% of the issued share capital of the Company or such other minimum percentage as prescribed by the Listing Rules from time to time.

The following are the biographies of each of the retiring Directors proposed to be re-elected at the AGM:

EXECUTIVE DIRECTOR

TJIA Wai Yip, William (“**Mr. William Tjia**”), aged 46, is an executive Director of the Company since January 2015. Mr. William Tjia joined the Group in February 2000. He is a director of Deson Innovative Limited since July 2005, one of the subsidiaries of the Company. He has over 21 years of experience in business management. He is responsible for intelligent building and security systems business of the Group and the Group’s development including business development and overall management. He graduated from the City University of Hong Kong with a Bachelor of Arts with Honours Degree in Information Systems in 1998.

As at the Latest Practicable Date, Mr. William Tjia (i) was interested in 3,600,000 shares representing approximately 0.25% of the existing issued share capital of the Company; and (ii) held share options under the Share Option Scheme of the Company to subscribe for 8,296,296 Shares within the meaning of Part XV of the SFO. Save as disclosed, except he is the son of Mr. Tjia Boen Sien, the Managing Director and Chairman of the Company and the younger brother of Ms. Tse Hoi Ying, Irene, the Executive Director of the Company, Mr. William Tjia does not have any relationship with any other Directors, senior management, substantial or controlling Shareholders (as defined in the Listing Rules) of the Company or any other interest in the shares within the meaning of Part XV of the SFO.

As at the Latest Practicable Date, no service contract had been entered into between the Company and Mr. William Tjia. No term has been fixed or proposed for his length of service with the Company. Mr. William Tjia will be subject to retirement by rotation at least once every three years in accordance with the Bye-Laws. Mr. William Tjia is entitled to receive a remuneration of HK\$1,800,000 per annum, which is determined by the Remuneration Committee of the Board with reference to his duties and responsibilities with the Company and an annual discretionary bonus of such an amount to be determined by the Board from time to time with reference to the financial results of the Company and on his performance. Save as disclosed above, Mr. William Tjia is not entitled to any other emoluments.

Mr. William Tjia did not have any other directorship held in listed public companies in the last three years.

Save as disclosed above, there is no other matter in relation to the re-election of Mr. William Tjia that needs to be brought to the attention of the Shareholders or any information that is required to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

TSE Hoi Ying, Irene (“Ms. Tse”), aged 50, is an executive Director of the Company since 1 March 2022. She joined the Group in August 1999. She is the Director of the Group’s subsidiaries, Medical Technologies Limited and Allied Health Elements Company Limited in September 2002 and September 2019 respectively. Ms. Tse is responsible for trading of medical equipment, health products and related consulting business of the Group, and has over 20 years of experience in rehabilitation and medical equipment. She graduated from the University of British Columbia (Canada) with a Bachelor of Arts (Psychology) in May 1995.

As at the Latest Practicable Date, Ms. Tse held share options under the share option scheme of the Company to subscribe for 6,222,222 Shares within the meaning of Part XV of the SFO. Save as disclosed, except she is the daughter of Mr. Tjia Boen Sien, the Managing Director and Chairman of the Company and the sister of Mr. William Tjia, the Executive Director of the Company, Ms. Tse does not have any relationship with any other Directors, senior management, substantial or controlling Shareholders (as defined in the Listing Rules) of the Company or any other interest in the shares within the meaning of Part XV of the SFO.

As at the Latest Practicable Date, no service contract had been entered into between the Company and Ms. Tse. No term has been fixed or proposed for her length of service with the Company. Ms. Tse. will be subject to retirement by rotation at least once every three years in accordance with the Bye-Laws. Ms. Tse. is entitled to receive a remuneration of HK\$1,320,000 per annum, which is determined by the Remuneration Committee of the Board with reference to her duties and responsibilities with the Company and an annual discretionary bonus of such an amount to be determined by the Board from time to time with reference to the financial results of the Company and on her performance. Save as disclosed above, Ms. Tse. is not entitled to any other emoluments.

Ms. Tse. did not have any other directorship held in listed public companies in the last three years.

Save as disclosed above, there is no other matter in relation to the re-election of Ms. Tse that needs to be brought to the attention of the Shareholders or any information that is required to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

INDEPENDENT NON-EXECUTIVE DIRECTOR

SIU Kam Chau (“Mr. Siu”), aged 57, has been an independent non-executive Director since March 2014. Mr. Siu is the Chairman of the Audit Committee and the Chairman of the Remuneration Committee, and member of the Nomination Committee of the Board. Mr. Siu graduated from the City University of Hong Kong with a bachelor’s degree in Accountancy. He is a fellow of the Association of Chartered Certified Accountants and the Hong Kong Institute of Certified Public Accountants. He is also a Certified Public Accountant (practising) in Hong Kong. Mr. Siu has over 32 years of working experience in auditing, accounting, company secretarial and corporate finance. Mr. Siu was an executive director of Power Financial Group Limited (stock code: 397) from 29 April 2020 to 21 June

2021 and is currently an independent non-executive director of Wang On Group Limited (stock code: 1222) both of which are companies listed on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”).

As at the Latest Practicable Date, Mr. Siu held share options under the share option scheme of the Company to subscribe for 829,629 Shares within the meaning of Part XV of the SFO. Save as disclosed, Mr. Siu does not have any relationship with any other Directors, senior management, substantial or controlling Shareholders (as defined in the Listing Rules) of the Company or any other interest in the shares within the meaning of Part XV of the SFO.

As at the Latest Practicable Date, no service contract had been entered into between the Company and Mr. Siu. No term has been fixed or proposed for his length of service with the Company. Mr. Siu will be subject to retirement by rotation at least once every three years in accordance with the Bye-Laws. Mr. Siu is entitled to receive a remuneration of HK\$240,000 per annum, which is determined by the Remuneration Committee of the Board with reference to his duties and responsibilities with the Company. Save as disclosed above, Mr. Siu is not entitled to any other emoluments.

Mr. Siu did not have any other directorship held in listed public companies in the last three years.

Save as disclosed above, there is no other matter in relation to the re-election of Mr. Siu that needs to be brought to the attention of the Shareholders or any information that is required to be disclosed pursuant to paragraphs (h) to (v) of Rule 13.51(2) of the Listing Rules.

Details of the Proposed Amendments are set out as follows:

1. The original definition of “associates” in Bye-Law 1, which reads:

““associates” in relation to any Director shall mean:

- (i) his spouse and any of his or his spouse’s children or step-children, natural or adopted, under the age of 18 (“family interests”);
- (ii) the trustees, acting in their capacity as such trustees, of any trust of which he or any of his family interests is a beneficiary or, in the case of a discretionary trust, is (to his knowledge) a discretionary object and any company (“trustee-controlled company”) in the equity capital of which the trustees, are directly or indirectly interested so as to exercise or control the exercise of 30 per cent. (or such other amount as may from time to time be specified in the Hong Kong Code on Takeovers and Mergers as being the level for triggering a mandatory general offer) or more of the voting power at general meetings, or to control the composition of a majority of the Board and any other company which is its subsidiary (together the “trustee interests”);
- (iii) a holding company of a trustee-controlled company or subsidiary of any such holding company;
- (iv) any company in the equity capital of which, his family interests, any of the trustees referred to in (ii) above, acting in their capacity as such trustees, and/or any trustee interests taken together are directly or indirectly interested (other than through their respective interests in the capital of the Company) so as to exercise or control the exercise of 30% (or such other amount as may from time to time be specified in the Hong Kong Code on Takeovers and Mergers as being the level for triggering a mandatory general offer) or more of the voting power at general meetings, or to control the composition of a majority of the Board and any other company which is its subsidiary of holding company or a fellow subsidiary of any such holding company; and
- (v) any other persons who would be deemed as an “associate” of the Director under the Listing Rules.”

is to be revised as:

~~““Associate(s)” has the meaning given to the term “associate(s)” in the Listing Rules; in relation to any Director shall mean:~~

- ~~(i) his spouse and any of his or his spouse’s children or step-children, natural or adopted, under the age of 18 (“family interests”);~~
- ~~(ii) the trustees, acting in their capacity as such trustees, of any trust of which he or any of his family interests is a beneficiary or, in the case of a discretionary trust, is (to his knowledge) a discretionary object and any company (“trustee-controlled company”) in the equity capital of which the trustees, are directly or indirectly interested so as to exercise or control the exercise of 30 per cent. (or such other amount as may from time to time be specified in the Hong Kong Code on Takeovers and Mergers as being the level for triggering a mandatory general offer) or more of the voting power at general meetings, or to control the composition of a majority of the Board and any other company which is its subsidiary (together the “trustee interests”);~~
- ~~(iii) a holding company of a trustee-controlled company or subsidiary of any such holding company;~~
- ~~(iv) any company in the equity capital of which, his family interests, any of the trustees referred to in (ii) above, acting in their capacity as such trustees, and/or any trustee interests taken together are directly or indirectly interested (other than through their respective interests in the capital of the Company) so as to exercise or control the exercise of 30% (or such other amount as may from time to time be specified in the Hong Kong Code on Takeovers and Mergers as being the level for triggering a mandatory general offer) or more of the voting power at general meetings, or to control the composition of a majority of the Board and any other company which is its subsidiary of holding company or a fellow subsidiary of any such holding company; and~~
- ~~(v) any other persons who would be deemed as an “associate” of the Director under the Listing Rules.”~~

2. The original definition of “the Bye-Laws” in Bye-Law 1, which reads:

~~““the Bye-Laws” or “these presents” means the bye-laws of the Company for the time being in force;”~~

is to be revised as:

~~““the Bye-Laws” or “these presents”~~ means **these** ~~the~~ bye-laws of the Company for the time being in force;”

3. The original definition of “ordinary resolution” in Bye-Law 1, which reads:

““ordinary resolution” means a resolution passed by a simple majority of the votes cast by such members as, being entitled so to do, vote in person or, where a corporate representative is allowed, by a duly authorised corporate representative or, where proxies are allowed, by proxy, at a general meeting of the Company at which a quorum is present and of which notice has been duly given in accordance with Bye-Laws 58 and 59;”

is to be revised as:

““ordinary resolution” means a resolution passed by a simple majority of the votes cast by such members as, being entitled so to do, vote in person or, **by proxy or, in the cases of members which are corporations**~~where a corporate representative is allowed~~, by ~~at their respective~~ **duly authorised corporate representatives** ~~or, where proxies are allowed, by proxy~~, at a general meeting of the Company at which a quorum is present and of which notice has been duly given in accordance with Bye-Laws 58 and 59;”

4. The original definition of “the register” in Bye-Law 1, which reads:

““the register” means the Principal Register of members and, where applicable, any branch register of members of the Company to be kept pursuant to the Act;”

is to be revised as:

““~~the register~~” or “**register of members**” means the Principal Register of members and, where applicable, any branch register of members of the Company to be kept pursuant to the Act;”

5. The original definition of “special resolution” in Bye-Law 1, which reads:

““special resolution” means a resolution passed by a majority of not less than three-fourths of the votes cast by such members as, being entitled so to do, vote in person or, where a corporate representative is allowed, by a duly authorised corporate representative or, where proxies are allowed, by proxy, at a general meeting of the Company at which a quorum is present and of which notice has been duly given in accordance with Bye-Laws 58 and 59 specifying the intention to propose the resolution as a special resolution;”

is to be revised as:

““special resolution” means a resolution passed by a majority of not less than three-fourths of the votes cast by such members as, being entitled so to do, vote in person or, **by proxy or, in the cases of members which are corporations**~~where a corporate representative is allowed~~, by ~~at their respective~~ **duly authorised corporate representatives** ~~or, where proxies are allowed, by proxy~~, at a general meeting of the Company at which

a quorum is present and of which notice has been duly given in accordance with Bye-Laws 58 and 59 specifying the intention to propose the resolution as a special resolution;”

6. The original definition of “Statutes” in Bye-Law 1, which reads:

““Statutes” means the Companies Act, the Electronic Transactions Act 1999 of Bermuda, and every other act, as may be amended from time to time, for the time being in force of the Legislature of Bermuda applying to or affecting the Company, the Memorandum of Association and/or these presents;”

is to be revised as:

““Statutes” means the ~~Companies Act~~, the Electronic Transactions Act 1999 of Bermuda, and every other act, as may be amended from time to time, for the time being in force of the Legislature of Bermuda applying to or affecting the Company, the Memorandum of Association and/or these ~~presents~~**Bye-Laws**;”

7. The definition of “published in the newspapers” in Bye-Law 1, which reads:

““published in the newspapers” means published as a paid advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper, being in each case a newspaper published daily and circulating generally in Hong Kong in accordance with the rules of the Designated Stock Exchange;”

is to be deleted entirely.

8. The following new definitions are to be inserted in alphabetical order in Bye-Law 1:

““address”	shall have the ordinary meaning given to it and shall include any facsimile number, electronic number or address or website used for the purposes of any communication pursuant to these Bye-Laws;
“Close Associate(s)”	shall have the meaning given to the term “close associate(s)” in the Listing Rules;
“Connected Transaction”	shall have the meaning given to the term “connected transaction” in the Listing Rules;
“electronic meeting”	means a general meeting convened for, and held and conducted by virtual attendance and participation by members and/or proxies by means of electronic facilities;
“HK Companies Ordinance”	means the Companies Ordinance, Cap. 622 of the Laws of Hong Kong as may be amended from time to time;

“hybrid meeting”	means a general meeting convened for, and held and conducted by: (a) physical attendance and participation by members and/or proxies at the Principal Meeting Place, and where applicable, one or more Meeting Locations; and (b) virtual attendance and participation by members and/or proxies by means of electronic facilities;
“Meeting Location”	has the meaning given to it in Bye-Law 68A(1);
“Participant”	has the meaning given to it in Bye-Law 68A(1);
“physical meeting”	means a general meeting convened for, and held and conducted by, physical attendance and participation by members and/or proxies at the Principal Meeting Place and, where applicable, one or more Meeting Locations;
“Principal Meeting Place”	has the meaning given to it in Bye-Law 58;
“Securities Seal”	shall mean a seal for use for sealing certificates for shares or other securities issued by the Company which is a facsimile of the seal of the Company with the addition on its face of the words “Securities Seal”;

9. The original Bye-Law 2, which reads:

- “2. (A) The singular includes the plural and vice versa. Words importing any gender include the other genders.
- (B) Save as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these presents.
- (C) The headings shall not affect the construction of these presents.”

is to be revised as:

- “2. (A) The singular includes the plural and vice versa. Words importing any gender include the other genders.
- (B) Save as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these ~~presents~~**Bye- Laws**.
- (C) The headings shall not affect the construction of these ~~presents~~**Bye-Laws**.

- (D) A reference to a meeting is to a meeting convened and held in any manner permitted by these Bye-Laws and any member or Director participating in a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Act and these Bye-Laws, and the terms “attend”, “participate”, “attending”, “participating”, “attendance” and “participation” shall be construed accordingly.
- (E) A reference to electronic facilities includes, without limitation, a website address, a webinar, a webcast, video or any other form of conference call system (being a telephone, video, web or other system).
- (F) No provision precludes the holding and conducting of a general meeting of the Company in such a way that persons who are not present together at the same place or places may by electronic means attend and participate in it.”

10. The original Bye-Law 3, which reads:

“Subject to the provisions of the Act, the Company may at any time and from time to time by special resolution alter or amend the Memorandum of Association or the Bye-Laws in whole or in part.”

is to be revised as:

~~“Subject to the provisions of the Act, t~~The Company may at any time and from time to time by special resolution alter or amend the Memorandum of Association or the Bye-Laws in whole or in part.”

11. The original Bye-Law 4, which reads:

“4. (A) The capital of the Company at the date of adoption of these presents is HK\$150,000,000 divided into 1,500,000,000 shares of HK\$0.10 each.

- (B) Subject to the provisions of the Act and of the Bye-Laws relating to new shares, all unissued shares in the Company including any new shares created upon an increase of capital shall be under the control of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as the Directors shall in their sole and absolute discretion think fit, but so that no shares shall be issued at a discount.”

is to be revised as:

“4. (A) The **authorised share** capital of the Company at the date of adoption of these **Bye-Laws**~~presents~~ is HK\$**150,000,000** divided into ~~1,500,000,000~~ **common** shares of **par value** HK\$0.10 each.

- (B) Subject to the provisions of the Act and of the Bye-Laws relating to new shares, all unissued shares in the Company including any new shares created upon an increase of **share** capital shall be under the control of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as the Directors shall in their sole and absolute discretion think fit, but so that no shares shall be issued at a discount.”

12. The original Bye-Law 7(A), which reads:

- “7. (A) If at any time the capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of the Act, be varied or abrogated with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To any such separate general meeting all the provisions of the Bye-Laws as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum (other than at an adjourned meeting) shall be at least two persons holding or representing by proxy or by duly authorised corporate representative not less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, that any holder of shares of the class present in person or by proxy or by duly authorised corporate representative may demand a poll and that at any adjourned meeting of such holders two holders present in person or by proxy or by duly authorised corporate representative (whatever the number of shares held by them) shall be a quorum.”

is to be revised as:

- “7. (A) If at any time the capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the provisions of the Act, be varied or abrogated with the consent in writing of the ~~holders of~~ **shareholders together holding not less than** three-fourths ~~in nominal value~~ of the **voting rights of** issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To any such separate general meeting all the provisions of the Bye-Laws as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum (~~other than at an adjourned meeting~~) shall be at least two persons holding or representing by proxy or by duly authorised corporate representative not less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, that any holder of shares of the class present in

person or by proxy or by duly authorised corporate representative may demand a poll and that at any adjourned meeting of such holders two holders present in person or by proxy or by duly authorised corporate representative (whatever the number of shares held by them) shall be a quorum.”

13. The original Bye-Law 10, which reads:

“10. Subject to the provisions of the Statutes and the Memorandum of Association and where applicable, subject further to compliance with the rules and regulations of the Designated Stock Exchange on which the shares of the Company are listed and any other relevant regulatory authority, the Directors may exercise the power of the Company to purchase or otherwise acquire its own shares and/or warrants upon such terms and subject to such conditions as the Directors may deem fit. Where the Directors exercise the power of the Company to purchase for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price and if purchases are made by tender, the tenders shall be available to all members alike.”

is to be revised as:

“10. Subject to the provisions of the Statutes and the Memorandum of Association and where applicable, subject further to compliance with the rules and regulations of the Designated Stock Exchange on which the shares of the Company are listed and any other relevant regulatory authority, the Directors may exercise the power of the Company to purchase or otherwise acquire its own shares and/or warrants upon such terms and subject to such conditions as the Directors may deem fit. ~~Where the Directors exercise the power of the Company to purchase for redemption a redeemable share, purchases not made through the market or by tender shall be limited to a maximum price and if purchases are made by tender, the tenders shall be available to all members alike.”~~

14. The original Bye-Law 11, which reads:

“11. (A) Subject to the Act, the Directors shall cause to be kept at such place as they shall deem fit a register of the members and there shall be entered therein the particulars required under the Act.

(B) The Company may establish and maintain a branch register of members in accordance with Bye-Law 159.

(C) Except where the register is closed in accordance with the Act, the Principal Register and any branch register shall during business hours be open to the inspection of any member without charge.

- (D) The reference to business hours is subject to such reasonable restrictions as the Company in general meeting may impose, but so that not less than two hours in each day are to be allowed for inspection.
- (E) Any member may require a copy of the register, or of any part thereof, on payment of the appropriate fee prescribed by the Act. The Company shall cause any copy so required by any person to be sent to that person within a period of ten days commencing on the date next after the date on which the request is received by the Company.”

is to be revised as:

- “11. (A) Subject to the Act, the Directors shall cause to be kept at such place as they shall deem fit a register of the members and there shall be entered therein the particulars required under the Act.
- (B) The Company may establish and maintain a **principal or** branch register of members in accordance with Bye-Law 159.
- (C) Except where the register is closed in accordance with the ~~Act, the Principal Register and any branch register~~ **HK Companies Ordinance and the Act, any register of members maintained in Hong Kong** shall during business hours be open to the inspection of any member without charge.
- (D) The reference to business hours is subject to such reasonable restrictions as the Company in general meeting may impose, but so that not less than two hours in each day are to be allowed for inspection.
- (E) Any member may require a copy of the register, or of any part thereof, on payment of the appropriate fee prescribed by the Act, **and any member may require the provision to him of copies or extracts of any branch register maintained in Hong Kong in all respects as if the Company were incorporated under and were subject to the HK Companies Ordinance.** The Company shall cause any copy so required by any person to be sent to that person within a period of ten days commencing on the date next after the date on which the request is received by the Company.”

15. The original Bye-Law 12(B), which reads:

- “12. (B) Every certificate for shares or debentures or representing any other form of security of the Company shall be issued under the seal.”

is to be revised as:

- “12. (B) Every certificate for shares or debentures or representing any other form of security of the Company shall be issued under the seal **of the Company, which for this purpose may be a Securities Seal.**”

16. Bye-Law 20, which reads:

“20. In addition to the giving of notice in accordance with Bye-Law 18, notice of the person appointed to receive payment of every call and if the time and place appointed for payment may be given to the members affected by notice to be published in the newspapers.”

is to be deleted entirely.

17. The original Bye-Law 31, which reads:

“31. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited shares but not paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder and in such case, references in these presents to forfeiture shall include surrender.”

is to be revised as:

“31. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited shares but not paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder and in such case, references in these ~~presents~~ **Bye-Laws** to forfeiture shall include surrender.”

18. The original Bye-Law 41, which reads:

“41. Subject to these Bye-laws and the Companies Act, any member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the stock exchange in the Relevant Territory or in any other form accepted by the Board and may be under hand 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 Board may approve from time to time.”

is to be revised as:

“41. Subject to these ~~Bye-laws~~ **Bye-Laws** and the ~~Companies~~ Act, any member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the stock exchange in the Relevant Territory or in any other form accepted by the ~~Board~~ **Directors** and may be

under hand 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 ~~Board~~**Directors** may approve from time to time.”

19. The original Bye-Law 46, which read:

“Subject to the Company giving 14 days’ notice thereof by advertisement published in an appointed newspaper (as defined in the Act) and published in the newspapers, the registration of transfer may be suspended and the register closed at such times and for such periods as the Directors may from time to time determine provided always that such registration shall not be suspended or the register closed for more than 30 days in any year.”

is to be revised as:

~~“Subject to the Company giving 14 days’~~**The registration of transfers may, after notice thereof has been given by announcement or by electronic communication in accordance with the requirements of any Designated Stock Exchange, by advertisement published in an appointed newspaper (as defined in the Act), and published in the newspapers, the registration of transfer may be suspended and the register closed at such times and for such periods as the Directors may from time to time determine provided always that such registration shall not be suspended or the register closed for more than 30 days in any year.”**

20. The original Bye-Law 47(B)(iii), which reads:

“UNTRACTED SHAREHOLDERS

47. (A) ...

47. (B) The Company shall have the power to sell, in such manner as the Directors think fit, any shares of a member who is untraceable, but no such sale shall be made unless:

(i) ...

(ii) ...

(iii) upon expiry of the 12 year period, the Company has caused an advertisement to be published in the newspapers giving notice of its intention to sell such shares and a period of three months has elapsed since the date of such advertisements and the Company has notified the Designated Exchange of such intention.

...”

is to be revised as:

~~“UNTRACTED~~UNTRACEABLE SHAREHOLDERS

47. (A) ...

47. (B) The Company shall have the power to sell, in such manner as the Directors think fit, any shares of a member who is untraceable, but no such sale shall be made unless:

(i) ...

(ii) ...

(iii) upon expiry of the 12 year period, ~~the Company has caused an advertisement to be published in the newspapers giving notice of its intention to sell such shares and a period of three months has elapsed since the date of such advertisements and~~ the Company has notified the Designated Exchange of such intention.

...”

21. The original Bye-Law 51, which reads:

“51. Any person to whom the right to any share has been transmitted by operation of law shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. Provided always that the Directors 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 Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with but, subject to the requirements of Bye-Law 75 being met, such person may vote at meetings of the Company.”

is to be revised as:

“51. Any person to whom the right to any share has been transmitted by operation of law shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. Provided always that the Directors 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 Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with but, subject to the requirements of Bye-Law 75 being met, such person may **attend, speak and** vote at meetings of the Company.”

22. The original Bye-Law 56, which reads:

“56. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Directors shall appoint. All general meetings other than annual general meetings shall be called special general meetings.”

is to be revised as:

“56. The Company shall in each **financial** year hold a general meeting as its annual general meeting in addition to any other meetings in that **financial** year and shall specify the meeting as such in the notices calling it; **and such annual general meeting must be held within six (6) months after the end of the Company’s financial year (unless a longer period would not infringe as may be authorised by the Listing Rules)**~~and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.~~ The annual general meeting shall be held at such time and place as the Directors shall appoint. **Without prejudice to any of the provisions of Bye-Laws 68A to 68F, a meeting of the members of the Company or any class thereof (including an annual general meeting, a special general meeting or any adjourned or postponed meeting) may be held as a physical meeting in any part of the world, and at one or more locations as provided in Bye-Law 58, or as a hybrid meeting or an electronic meeting, as may be determined by the Board in its absolute discretion. Each member of the Company who is entitled to attend and vote as a meeting of the members or any class thereof may speak at that meeting.** All general meetings other than annual general meetings shall be called special general meetings.

23. The following new Bye-Law 56A is to be inserted immediately following Bye-Law 56:

“56A. **Save where a general meeting is required by the Act, a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive notice of and to attend, speak and vote at general meetings of the Company shall, for the purposes of these Bye-Laws, be treated as an ordinary resolution duly passed at a general meeting of the Company and, where relevant, as a special resolution so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed, and where such the resolution states a date as being the date of his signature thereof by any member, it shall be prima facie evidence that such resolution was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant members.**”

24. The original Bye-Law 57, which reads:

- “57. (A) The Directors may, whenever they think fit, convene a special general meeting. A special meeting shall also be convened on the written requisition of any two or more members holding at the date of the deposit of the requisition in aggregate not less than one-tenth of such of the paid-up capital of the Company as the date of the deposit carries the right of voting at general meetings of the Company. Such requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office. If the Directors do not within 21 days from the date of the deposit of such requisition proceed duly to convene a special general meeting, the requisitionists themselves or any of them representing more than one half of the total voting rights of all of them may convene the special general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors, and all reasonable expenses incurred by 22 the requisitionists as a result of the failure of the Directors to convene such a meeting shall be reimbursed to them by the Company.
- (B) Save as provided in the Act, a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all members for the time being entitled to receive notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Bye-Laws, be treated as an ordinary 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 shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and where the solution states a date as being the date of the signature thereof by any member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant members.”

is to be revised as:

- “57.(A) The Directors may, whenever they think fit, convene a special general meeting. ~~A~~**Subject as otherwise provided by the Act, a special general** meeting shall also be convened on the written requisition of ~~any two one~~ or more members holding at the date of the deposit of the requisition in aggregate ~~not less than one-tenth of such of the paid-up, Shares that~~ **represent 10% or above of the voting rights at general meeting of the Company, on a one vote per share basis, in the share** capital of the Company as the date of the deposit carries the right of voting at general meetings of the Company, **for the transaction of any business or resolution specified in such requisition.** Such requisition must state the objects of the meeting and must be signed by the requisitionists and

deposited at the office. If the Directors do not within 21 days from the date of the deposit of such requisition proceed duly to convene a special general meeting, the requisitionists themselves or any of them representing more than one half of the total voting rights of all of them may convene the special general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors, and all reasonable expenses incurred by the requisitionists as a result of the failure of the Directors to convene such a meeting shall be reimbursed to them by the Company.

- (B) Save as provided in the Act, a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all members for the time being entitled to receive notice of and to attend, **speak** and vote at general meetings of the Company shall, for the purposes of these Bye-Laws, be treated as an ordinary 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 shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and where the resolution states a date as being the date of the signature thereof by any member the statement shall be prima facie evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant members.”

25. The original Bye-Law 58, which reads:

“58. Subject to such other minimum period as may be specified in the Listing Rules from time to time, (a) an annual general meeting shall be called by not less than 20 clear business days’ notice in writing or not less than 21 days’ notice in writing (whichever is longer); (b) any special meeting called for the passing of a special resolution shall be called by not less than 10 clear business days’ notice in writing or not less than 21 days’ notice in writing (whichever is longer) and (c) any other special general meetings shall be called by notice in writing of not less than 14 clear days or not less than 10 clear business days (whichever is longer) but if permitted by the Listing Rules and subject to the Statutes, a general meeting may be called by shorter notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business. The notice convening an annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special resolution shall specify the intention to propose the relevant resolution as a special resolution.”

is to be revised as:

“58. Subject to such other minimum period as may be specified in the Listing Rules from time to time, (a) an annual general meeting shall be called by ~~not less than 20 clear business days’ notice in writing or~~ not less ~~than~~ 21 days’ notice in writing ~~(whichever is longer)~~; (b) any special meeting called for the passing of a special resolution shall be called by ~~not less than 10 clear business days’ notice in writing or~~ not less than 21 days’ notice in writing; ~~(whichever is longer)~~ and (c) any other special general meetings shall be called by notice in writing of not less than 14 clear days, ~~or not less than 10 clear business days(whichever is longer)~~ but if permitted by the Listing Rules and subject to the Statutes, a general meeting may be called by shorter notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify **or include: (i) except in the case of an electronic meeting, the place, of the meeting (and, if two or more Meeting Locations have been determined by the Directors pursuant to Bye-Law 68A(1), the principal place of the meeting, which shall be a location in Hong Kong or any other location determined by the Directors (the “Principal Meeting Place”)); (ii) the day, and the hour and the agenda of the meeting; and, (iii) in case of special business, the general nature of that business; and (iv) if the general meeting is to be a hybrid meeting or an electronic meeting, a statement to the effect and details of the electronic facilities to be made available for attending and participating by electronic means at the meeting (or how these details will be made available by the Company before the meeting).** The notice convening an annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special resolution shall specify the intention to propose the relevant resolution as a special resolution.”

26. The original Bye-Law 59, which reads:

“59. Subject to the foregoing Bye-Law, the notice of every general meeting shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting to such persons as are under the Bye-Laws entitled to receive such notices from the Company Provided that subject to the provisions of the Act a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Bye-Laws, be deemed to have been duly called if it is so agreed:

- (i) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right.”

is to be revised as:

“59. Subject to the foregoing Bye-Law, the notice of every general meeting shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting to such persons as are under the Bye-Laws entitled to receive such notices from the Company Provided that subject to the provisions of the Act a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Bye-Laws, be deemed to have been duly called if it is so agreed:

- (i) in the case of a meeting called as the annual general meeting, by all the members entitled to attend, **speak** and vote thereat; and
- (ii) in the case of any other meeting, by a majority in number of the members having a right to attend, **speak** and vote at the meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right.”

27. The original Bye-Law 63, which reads:

“63. For all purposes the quorum for a general meeting shall be two members entitled to vote present in person or by separate proxy or by a duly authorised corporate representative. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business provided that the absence of a quorum shall not preclude the appointment, choice or election of a chairman which shall not be treated as part of the business of the meeting.”

is to be revised as:

“63. For all purposes the quorum for a general meeting shall be two members entitled to **attend, speak and** vote present in person or by separate proxy or by a duly authorised corporate representative. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business provided that the absence of a quorum shall not preclude the appointment, choice or election of a chairman which shall not be treated as part of the business of the meeting.”

28. The original Bye-Law 64, which reads:

“64. If within 15 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the Directors.”

is to be revised as:

“64. If within 15 minutes from the time appointed for the **general** meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week and at such time and **(where applicable) such place(s), and (where applicable) in the form and manner referred to in Bye-Law 56,** as shall be decided by the Directors.”

29. The following new Bye-Law 65A is to be inserted immediately following Bye-Law 65:

“65A. **All members have the right to: (a) speak at a general meeting; and (b) vote at a general meeting, except where a member is required, by the Listing Rules, to abstain from voting to approve the matter under consideration.**”

30. The original Bye-Law 67, which reads:

“67. If at any meeting neither the Chairman nor the Deputy Chairman is present within 15 minutes after the time appointed for holding the meeting or is willing to act as chairman, the Directors present shall choose one of their number as chairman and if only one Director shall be present he shall, if willing to act, preside as chairman. If no Director shall be present or if all the Directors present decline to take the chair or if the chairman chosen shall retire from the chair, then the members present shall choose one of their own number to be the chairman.”

is to be revised as:

“67. If at any **general** meeting neither the Chairman nor the Deputy Chairman is present within 15 minutes after the time appointed for holding the **general** meeting or is willing to act as chairman, the Directors present shall choose one of their number as chairman and if only one Director shall be present he shall, if willing to act, preside as chairman. If no Director shall be present or if all the Directors present decline to take the chair or if the chairman chosen shall retire from the chair, then the members present shall choose one of their own number to be the chairman.”

31. The original Bye-Law 68, which reads:

“68. 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 as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least seven clear days’ written notice specifying the place, the day and the hour 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.”

is to be revised as:

“68. **Subject to Bye-Law 68C, ¶the chairman may, with the consent of any general meeting at which a quorum is present and shall, if so directed by the general meeting, adjourn the general meeting from time to time (or indefinitely) and/or from place(s) to place(s) and/or from one form to another (a physical meeting, an electronic meeting or a hybrid meeting) as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 14 days or more, at least seven clear days’ written notice specifying the details referred to in Bye-Law 58, the place, the day and the hour 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. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.”**

32. The following new Bye-Laws, Bye-Law 68(A) to Bye-Law 68(G) are to be inserted immediately following Bye-Law 68:

“68A.(1) **The Directors may, in its absolute discretion, arrange for persons entitled to attend a general meeting (each a “Participant”) to do so by simultaneous attendance and participation by means of electronic facilities or at such location or locations (each, a “Meeting Location”) determined by the Directors in its absolute discretion. Any Participant attending and participating in such way, any member or any proxy participating in such way or any member or any proxy participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at, and shall be counted in the quorum for, the meeting.**

(2) **All general meetings are subject to the following rules and requirements:**

(i) **a Participant is attending a Meeting Location, and/or, in the case of a hybrid meeting, a Participant has joined the meeting by means of electronic facilities, and a quorum for the said meeting is present in accordance with these Bye-Laws, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;**

- (ii) each Participant present in person (or, in the case of a Participant being a corporation, by its duly authorised representative) or by proxy at a Meeting Location, and/or each Participant participating in an electronic meeting or a hybrid meeting by means of electronic facilities, shall be counted in the quorum for, and entitled to vote at, the meeting in question, and that meeting shall be duly constituted and its proceedings valid, provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Participants at all Meeting Locations, and Participants participating in an electronic meeting or a hybrid meeting by means of electronic facilities, are able to participate in the meeting, consider all of the business and matters for which the meeting has been convened and communicated with each other simultaneously and instantaneously at all times;
- (iii) where Participants attend a meeting by being present at one of the Meeting Locations and/or where Participants participate in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or, in the case of an electronic meeting or a hybrid meeting, the inability of one or more Participants (or, in the case of a Participant being a corporation, its duly authorised representative who is present at the meeting) to access, or continue to access, the electronic facilities, despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed at it, or any business conduct at the meeting, provided that there is a quorum present throughout the meeting; and
- (iv) if any of the Meeting Locations is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Bye-Laws concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place.”

“68B. The Directors and, at any general meeting, the chairman of the meeting, may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place and/or any Meeting Location(s) and/or participation and/or voting in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, hyperlinks, passcode, seat reservation, electronic voting or otherwise) as it/he/she shall in its/his/her absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Participant

who, pursuant to such arrangements, is not entitled to attend, in person (or in the case of a Participant being a corporation, by its duly authorised representative) or by proxy, at any Meeting Location shall be entitled to so attend at one of the other Meeting Locations, and the entitlement of any Participant to so attend the meeting or adjourned or postponed meeting at such Meeting Location or other Meeting Location shall be subject to any arrangements made by the chairman or as may be for the time being in force and by the notice of meeting or adjourned or postponed meeting stated to apply to the meeting.”

“68C. If it appears to the chairman of the general meeting that:

- (1) the electronic facilities at the Principal Meeting Place or such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purpose referred to in Bye-Law 68A(1) or other otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of meeting; or
- (2) in the case of an electronic meeting or a hybrid meeting, the electronic facilities being made available have become inadequate; or
- (3) it is not possible to ascertain the views of those present or to give all persons entitled to do so a reasonable opportunity to attend, communicate and/or vote at the meeting; or
- (4) there is violence or a threat of violence, unruly behaviour or other disruption occurring at the meeting, or it is not possible to secure the proper and orderly conduct of the meeting,

then, without prejudice to any other power which the chairman of the meeting may have under these Bye-Laws or at common law, the chairman may, in his/her absolute discretion, without the consent of anyone else present at the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt, postpone or adjourn the meeting (including adjournment for an indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.”

“68D. The Directors, and, at any general meeting, the chairman of the meeting, may make any arrangement and impose any requirement or restriction the Directors or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of that meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place and determining the number and frequency of and the time allowed for questions or comments that may be raised at the meeting). Members shall also comply with all requirements or restrictions imposed by the owner or occupier of the premises at which the meeting is held, as well as any laws and regulations that may apply to such premises and entry to such premises from time to time. Any decision made under this Bye-Law shall be final and conclusive and a person who refuses to comply with any such arrangement, requirement, restriction, law or regulation may be refused entry to the meeting or ejected (physically or electronically) from the meeting.”

“68E. If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in its absolute discretion, considers that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, it may (a) postpone the meeting to another date and/or time, and/or (b) change the place and/or electronic facilities and/or form of the meeting (including, without limitation, a physical meeting, an electronic meeting or a hybrid meeting), without approval from the Participants. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every notice calling a general meeting the circumstances in which such a change or postponement of the relevant general meeting may occur automatically without further notice, including, without limitation, where a gale warning, rainstorm warning, extreme weather conditions or other similar event is or are in force in any time on the day of the meeting. This Bye-Law shall be subject to the following:

- (1) when either a meeting is postponed or there is a change in place and/or electronic facilities and/or form of the meeting the Company shall (A) endeavour to post a notice of such change or postponement on the Company’s website as soon as reasonably practicable (provided that failure to post such a notice shall not affect the automatic change or automatic postponement of such meeting); and (B) subject to and without prejudice to Bye-Law 68, unless already specified in the original notice of the meeting or included in the notice posted on the Company’s website above, the Directors shall fix the date, time place (if applicable), electronic facilities (if applicable) and form of the meeting (if applicable) for the changed or postponed meeting, specifying the date and time by which**

proxies must be submitted in order to be valid at such changed or postponed meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the changed or postponed meeting unless revoked or replaced; and

- (2) notice of the business to be transacted at the changed or postponed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the changed or postponed meeting is the same as that set out in the original notice of general meeting circulated to the Participants.”

“68F. All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities enabling them to do so. Subject to electronic facilities being considered by the chairman to be adequate at the commencement of the meeting, any inability of a person or persons to attend or participate in a meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.”

“68G. Without prejudice to any provision of Bye-Law 68, a physical meeting may also be held by means of any telephone, electronic or other communication facilities which permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at that meeting.”

33. The original Bye-Law 69, which reads:

“69. At any general meeting a resolution put to the vote of the meeting shall be decided by poll.”

is to be revised as:

“69. At any general meeting a resolution put to the vote of the meeting shall be decided by poll-, **save that the chairman of the meeting may, pursuant to the Listing Rules, allow a resolution which relates purely to a procedural or an administrative matter to be voted on by a show of hands, in which case every member present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy(ies) shall have one vote, provided that where more than one proxy is (appointed by a member which is a Clearing House (or its nominee(s)), each such proxy shall have one vote on a show of hands. For the purposes of this Bye-Law, procedural and administrative matters are those that: (i) are not on the agenda of the general meeting or in any supplementary circular that may be issued by the Company to the members; and (ii) relate to the chairman’s duties to maintain the orderly conduct of the meeting and/or allow the business of the meeting to be properly and effectively**

dealt with, whilst allowing all members a reasonable opportunity to express their views. Where a show of hands is allowed, before or on the declaration of the result of the show of hands, a poll may be demanded by:

- (i) the chairman of the meeting; or
- (ii) by at least three (3) members present in person or by duly authorised corporate representative or by proxy for the time being entitled to attend, speak and vote at the meeting; or
- (iii) by any member or members present in person or by duly authorised corporate representative or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to attend, speak and vote at the meeting; or
- (iv) by any member or members present in person or by duly authorised corporate representative or by proxy and holding shares in the Company conferring a right to attend, speak and vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Where a resolution is voted on by a show of hands, a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded in favour of or against such resolution.”

34. The original Bye-Law 70, which reads:

“70. Intentionally deleted.”

is to be revised as:

“70. ~~Intentionally deleted~~A poll shall be taken in such manner (including the use of ballot or voting papers or tickets or through an e-voting platform) and at such time and place as the chairman of the meeting directs. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was required or demanded. In the event that a poll is demanded after the chairman of the meeting allows a show of hands pursuant to Bye-Law 69, the demand for a poll may be withdrawn, with the consent of the chairman of the meeting, at any time before the close of the meeting at which the poll was demanded or the taking hands of the poll, whichever is the earlier.”

35. The original Bye-Law 71, which reads:

“71. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by the Bye-Laws or by the Statutes. In the event of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.”

is to be revised as:

“71. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by the Bye-Laws or by the Statutes. In the event of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote. **In case of any dispute as to the admission or rejection of any vote the chairman of the meeting shall determine the same, and such determination shall be final and conclusive.**”

36. The original Bye-Law 72, which reads:

“72. Intentionally deleted.”

is to be revised as:

“72. ~~Intentionally deleted~~ **The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.**”

37. The original Bye-Law 74, which reads:

“74. (A) Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting on a poll every member present in person or by a duly authorised corporate representative or by proxy, shall have one vote for each share of which he is the holder which is fully paid up or credited as fully paid up (but so that no amount paid up or credited as paid up on a share in advance of calls or instalments shall be treated for the purposes of this Bye-Law as paid up a share). A person entitled to cast more than one vote upon a poll need not use all his votes or cast all his votes he uses in the same way.

(B) Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting for or against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.”

is to be revised as:

“74. (A) Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting on a poll every member present in person or by a duly authorised corporate representative or by proxy, shall have one vote for each share of which he is the holder which is fully paid up or credited as fully paid up (but so that no amount paid up or credited as paid up on a share in advance of calls or instalments shall be treated for the purposes of this Bye-Law as paid up a share). A person entitled to cast more than one vote upon a poll need not use all his votes or cast all his votes he uses in the same way. **Votes (whether on a show of hands or a poll) may be cast by such means, electronic (including through an e-voting platform) or otherwise, as the chairman of the meeting may determine.**

(B) Where **the Company has knowledge that** any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting **only** for or **only** against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.”

38. The original Bye-Law 75, which reads:

“75. Any person entitled under Bye-Law 49 to be registered as a shareholder may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Directors of his right to be registered as the holder of such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.”

is to be revised as:

“75. Any person entitled under Bye-Law 49 to be registered as a ~~shareholder~~**member** may **attend, speak and** vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that at least 48 hours before the time of the holding of the meeting or adjourned meeting (as the case may be) at which he proposes to vote, he shall satisfy the Directors of his right to be registered as the holder of such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.”

39. The original Bye-Law 79, which reads:

“79. Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. On a poll votes may be given either personally or by proxy (which term shall for the purposes of this Bye-Law and Bye-Laws 80 to 85 (inclusive) include a duly authorized corporate representative appointed under Bye-Law 86). Provided that such is permitted by the Statutes, a proxy need not be a member of the Company. A member who is the holder of two or more shares may appoint more than one proxy to attend on the same occasion provided that, if more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is appointed. In addition, a proxy or proxies representing either an individual member or a member which is a corporation shall be entitled to exercise the same powers on behalf of the member which he or they represent as such member could exercise. Subject to Bye-Law 86, a member may appoint not more than two proxies to attend on the same occasion.”

is to be revised as:

“79. Any member of the Company entitled to attend, **speak** and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. On a poll votes may be given either personally or by proxy (which term shall for the purposes of this Bye-Law and Bye-Laws 80 to 85 (inclusive) include a duly authorized corporate representative appointed under Bye-Law 86). Provided that such is permitted by the Statutes, a proxy need not be a member of the Company. A member who is the holder of two or more shares may appoint more than one proxy to attend on the same occasion provided that, if more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is appointed. In addition, a proxy or proxies representing either an individual member or a member which is a corporation shall be entitled to exercise the same powers on behalf of the member which he or they represent as such member could exercise, **including the right to vote and the right to speak**. Subject to Bye-Law 86, a member may appoint not more than two proxies to attend on the same occasion.”

40. The original Bye-Law 83, which reads:

“83. The instrument appointing a proxy to vote at a general meeting shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit.”

is to be revised as:

“83. The instrument appointing a proxy to **attend, speak and** vote at a general meeting shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit.”

41. The original Bye-Law 86(B), which reads:

“86. (B) If a Clearing House (or its nominee) is a member of the Company, it may appoint such person or persons as it thinks fit to act as its proxy or proxies or as its corporate representative or representatives (to the extent permitted by the Act) at any meeting of the Company or at any 27 meeting of any class of members of the Company provided that, if more than one person is so appointed, the appointment shall specify the number and class of shares in respect of which each such person is so appointed. A person so appointed under the provisions of this Bye-Law shall be entitled to exercise the same powers on behalf of the Clearing House (or its nominee) which he represents as that Clearing House (or its nominee) could exercise if it were an individual member of the Company, including the rights to vote individually on a show of hands notwithstanding the provisions of Bye-Law 74.”

is to be revised as:

“86. (B) If a Clearing House (or its nominee) is a member of the Company, it may appoint such person or persons as it thinks fit to act as its proxy or proxies or as its corporate representative or representatives (to the extent permitted by the Act) at any meeting of the Company or at any 27 meeting of any class of members of the Company, **or (where appropriate and subject to the Act) at any meeting of creditors of the Company,** provided that, if more than one person is so appointed, the appointment shall specify the number and class of shares in respect of which each such person is so appointed. A person so appointed under the provisions of this Bye-Law shall be entitled to exercise the same powers on behalf of the Clearing House (or its nominee) which he represents as that Clearing House (or its nominee) could exercise if it were an individual member of the Company, including the rights to vote individually on a show of hands notwithstanding the provisions of Bye-Law 74.”

42. The original Bye-Law 89, which reads:

“89. No person, other than a retiring Director, shall, unless recommended by the Board for election, be eligible for election to the office of Director at any general meeting, unless notice in writing of the intention to propose that person for election as a Director, signed by a member (other than the person to be proposed for election as a Director) duly qualified to attend and vote at the meeting for which such notice is given, and a notice in writing signed by that person of his willingness to be elected shall have been lodged to the

Company. The minimum length of the period during which such notices are given shall be at least seven days and the period for lodgment of such notices shall commence no earlier than the day after the despatch of the notice of the meeting appointed for such election and end no later than seven days prior to the date of such meeting.”

is to be revised as:

“89. No person, other than a retiring Director, shall, unless recommended by the ~~Board~~**Directors** for election, be eligible for election to the office of Director at any general meeting, unless notice in writing of the intention to propose that person for election as a Director, signed by a member (other than the person to be proposed for election as a Director) duly qualified to attend, **speak** and vote at the meeting for which such notice is given, and a notice in writing signed by that person of his willingness to be elected shall have been lodged to the Company. The minimum length of the period during which such notices are given shall be at least seven days and the period for lodgment of such notices shall commence no earlier than the day after the despatch of the notice of the meeting appointed for such election and end no later than seven days prior to the date of such meeting.”

43. The original Bye-Law 90, which reads:

“90. The Company may at a general meeting called for that purpose, by ordinary resolution remove any Director before the expiration of his period of office (notwithstanding anything in the Bye-Laws or in any agreement between the Company and such Director but without prejudice to any claim which such Director may have against the Company for damages under any such agreement) and may by ordinary resolution elect another person in his stead provided that the notice of any such meeting convened for the purpose of removing a director shall contain a statement of the intention so to do and be served on such Director 14 days before the meeting and at such meeting, such director shall be entitled to be heard on the motion for his removal. Any person so elected shall hold office for such time only as the Director in whose place he is elected would have held the same if he had not been removed.”

is to be revised as:

“90. The ~~Company~~**members** may at a general meeting **of the Company** called for that purpose, by ordinary resolution remove any Director **(including a managing Director or other executive Director)** before the expiration of his period of office (notwithstanding anything in the Bye-Laws or in any agreement between the Company and such Director but without prejudice to any claim which such Director may have against the Company for damages under any such agreement) and may by ordinary resolution elect another person in his stead provided that the notice of any such meeting convened for the purpose of removing a director shall contain a statement of the intention so to do and be served on such Director 14 days before the meeting and at

such meeting, such director shall be entitled to be heard on the motion for his removal. Any person so elected shall hold office for such time only as the Director in whose place he is elected would have held the same if he had not been removed.”

44. The original Bye-Law 91, which reads:

“91. Without prejudice to the power of the Company in pursuance of the provisions of the Bye-Laws to appoint any person to be a Director and subject to the provisions of the Act, the Directors may appoint any person to be a Director as an additional Director or to fill a casual vacancy but so that the maximum number of Directors so appointed shall not exceed the number determined from time to time by the members in general meeting. Any person so appointed shall hold office only until the next following general meeting (in the case of filling a casual vacancy) or until the next following annual general meeting of the Company (in the case of an addition to their number) and shall then be eligible for re- election at the meeting but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting.”

is to be revised as:

“91. Without prejudice to the power of the Company in pursuance of the provisions of the Bye-Laws to appoint any person to be a Director and subject to the provisions of the Act, the Directors may appoint any person to be a Director as an additional Director or to fill a casual vacancy but so that the maximum number of Directors so appointed shall not exceed the number determined from time to time by the members in general meeting. Any person so appointed shall hold office only until the ~~next following~~**first annual** general meeting **after his appointment** ~~(in the case of filling a casual vacancy) or until the next following annual general meeting of the Company (in the case of an addition to their number)~~ and shall then be eligible for re-election at the meeting but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting.”

45. The original Bye-Law 112(E), which reads:

“112.(E) Save as otherwise provided by the Bye-laws, a Director shall not be entitled to vote (nor be counted in the quorum) on any resolution of the Board in respect of any contract or arrangement or any other proposal in which he or any his associates has any material interest, and if he shall

do so, his vote shall not be counted (nor is he to be counted in the quorum for the resolution), but this prohibition shall not apply to any of the following matters namely:

- (i) the giving of any security or indemnity either:
 - (a) to the Director or his associate(s) in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or
 - (b) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his associate(s) has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
- (ii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- (iii) any proposal concerning any other company in which the Director or his associate(s) is/are interested only, whether directly or indirectly, as an officer or executive or member or in which the Director or his associate(s) is/are beneficially interested in shares of that company provided that the Director and any of his associates are not in aggregate beneficially interested in 5 per cent. or more of the issued shares of any class of such company (or of any third company through which his interest or that of his associate/(s) is derived) or of the voting rights;
- (iv) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
 - (a) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his associate(s) may benefit; or
 - (b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, their associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or his associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and

- (v) any contract or arrangement in which the Director or his associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.”

is to be revised as:

“112.(E) Save as otherwise provided by the ~~Bye laws~~**Bye-Laws**, a Director shall not be entitled to vote (nor be counted in the quorum) on any resolution of the ~~Board~~**Directors** in respect of any contract or arrangement or any other proposal in which he or any his **Close** ~~a~~**Associate(s)** has any material interest, and if he shall do so, his vote shall not be counted (nor is he to be counted in the quorum for the resolution), but this prohibition shall not apply to any of the following matters namely:

- (i) the giving of any security or indemnity either:
 - (a) to the Director or his **Close** ~~a~~**Associate(s)** in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries; or
 - (b) to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or his **Close**~~a~~**Associate(s)** has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
- (ii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his **Close** ~~a~~**Associate(s)** is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
- ~~(iii) any proposal concerning any other company in which the Director or his associate(s) is/are interested only, whether directly or indirectly, as an officer or executive or member or in which the Director or his associate(s) is/are beneficially interested in shares of that company provided that the Director and any of his associates are not in aggregate beneficially interested in 5 per cent. or more of the issued shares of any class of such company (or of any third company through which his interest or that of his associate/(s) is derived) or of the voting rights;~~

- (iii) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including:
- (a) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or his **Close** ~~a~~Associate(s) may benefit; or
 - (b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates ~~both to the~~ Directors, ~~their~~his **Close** ~~a~~Associate(s) and employee(s) of the Company or any of its subsidiaries and does not provide in respect of any Director or his **Close** ~~a~~Associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and
- (iv) any contract or arrangement in which the Director or his **Close** ~~a~~Associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of his/their interest in shares or debentures or other securities of the Company.

46. The original Bye-Law 112(F), which reads:

“112.(F) If any question shall arise at any meeting of the Directors as to the materiality of the interest of a Director or any of his associates (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman and his ruling in the relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director or any of his associates concerned has not been fairly disclosed to the other Directors. If any question as aforesaid shall arise in respect of the chairman such question shall be decided by a resolution of the Directors (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman or any of his associates as known to him has not been fairly disclosed to the other Directors.”

is to be revised as:

“112.(F) If any question shall arise at any meeting of the Directors as to the materiality of the interest of a Director or any of his **Close** ~~a~~Associate(s) (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such

question shall be referred to the chairman and his ruling in the relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director or any of his **Close Associate(s)** concerned has not been fairly disclosed to the other Directors. If any question as aforesaid shall arise in respect of the chairman such question shall be decided by a resolution of the Directors (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman or any of his **Close Associate(s)** as known to him has not been fairly disclosed to the other Directors.”

47. The following new Bye-Law 112(G) is to be inserted immediately following Bye-Law 112(F):

“112.(G) Each reference to Close Associate(s) in paragraph (D) or (F) of this Bye-Law above shall be deemed to be a reference to Associate(s) where the proposal, transaction, contract or arrangement concerned is a Connected Transaction.”

48. The original Bye-Law 113, which reads:

“113. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes and in the case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice thereof shall be given to each Director and alternate Director either in writing or by telephone or by telex or telegram at the address from time to time notified to the Company by such Director or alternate Director or in such other manner as the Directors may from time to time determine provided that notice need not be given to any Director or alternate Director for the time being absent from Hong Kong. A Director may waive notice of any meeting either prospectively or retrospectively. A meeting of the Directors or a committee of Directors may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.”

is to be revised as:

“113. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes and in the case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice thereof shall be given to

each Director and alternate Director either in writing or by telephone or by telex or telegram **or facsimile or e-mail** at the address from time to time notified to the Company by such Director or alternate Director or in such other manner as the Directors may from time to time determine provided that notice need not be given to any Director or alternate Director for the time being absent from Hong Kong. A Director may waive notice of any meeting either prospectively or retrospectively. A meeting of the Directors or a committee of Directors may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.”

49. The original Bye-Law 141(B)(i), which reads:

“141.(B) The shares allotted pursuant to the provisions of paragraph (A) of this Bye-Law shall rank *pari passu* in all respect with the shares then in issue save only as regards participation:

- (i) in the dividend in respect of which such shares are allotted (referred to in this Article 141 (B) as “the relevant dividend”) (or the right to receive or to elect to receive an allotment of shares in lieu and in satisfaction thereof as aforesaid); or

.....”

is to be revised as:

“141.(B) The shares allotted pursuant to the provisions of paragraph (A) of this Bye-Law shall rank *pari passu* in all respect with the shares then in issue save only as regards participation:

- (i) in the dividend in respect of which such shares are allotted (referred to in this ~~Article~~Bye-Law 141 (B) as “the relevant dividend”) (or the right to receive or to elect to receive an allotment of shares in lieu and in satisfaction thereof as aforesaid); or

.....”

50. The original Bye-Law 152, which reads:

“152. Notwithstanding any other provision of these presents the Company or the Directors may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.”

is to be revised as:

“152. Notwithstanding any other provision of these ~~presents~~ **Bye-Laws** the Company or the Directors may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.”

51. The following new Bye-Law 158A is to be inserted immediately following Bye-Law 158:

“158A. The Directors shall determine the financial year of the Company and may change it from time to time. Unless the Directors determine otherwise, the financial year of the Company shall end on 31 March in each calendar year.”

52. The original Bye-Law 159, which reads:

“159. Subject to the provisions of the Act, if the Directors consider it necessary or appropriate, the Company may establish and maintain a branch register of members at such location within or outside Bermuda as the Directors think fit. The Directors may, subject to the Act, make or vary from time to time such provisions as they fit in respect of the keeping of any such branch register and the transfer of shares to, on or from any such branch register and may comply with the requirements of any local law.

The Directors in so far as permitted by any applicable law may, in their absolute discretion, at any time and from time to time transfer any share upon the Principal Register to any branch register or any share on any branch register to the Principal Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer.

Unless the Directors otherwise agrees (which agreement may be on such terms and subject to such conditions as the Directors in their absolute discretion may from time to time determine, and which agreement it shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Principal Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Principal Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant registration office, appointed by the Directors and, in the case of any shares on the Principal Register, at the office or such other place in Bermuda at which the Principal Register is kept in accordance with the Act.”

is to be revised as:

“159. Subject to the provisions of the Act, if the Directors consider it necessary or appropriate, the Company may establish and maintain a branch register of members at such location within or outside Bermuda as the Directors think fit **and, while the issued share capital of the Company is, with the consent of the Directors, listed on any stock exchange in Hong Kong, the Company shall keep its branch register of members in Hong Kong.** ~~The Directors may, subject to the Act, make or vary from time to time such provisions as they fit in respect of the keeping of any such branch register and the transfer of shares to, on or from any such branch register and may comply with the requirements of any local law.~~

The Directors in so far as permitted by any applicable law may, in their absolute discretion, at any time and from time to time transfer any share upon the Principal Register to any branch register or any share on any branch register to the Principal Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer.

Unless the Directors otherwise agrees (which agreement may be on such terms and subject to such conditions as the Directors in their absolute discretion may from time to time determine, and which agreement it shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Principal Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Principal Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant registration office, appointed by the Directors and, in the case of any shares on the Principal Register, at the office or such other place in Bermuda at which the Principal Register is kept in accordance with the Act.”

53. The following new Bye-Laws 160A and 160B are to be inserted immediately following Bye-Law 160:

“160A. **The members may by ordinary resolution appoint one or more persons or firms of auditors to hold office until the conclusion of the next annual general meeting, but if an appointment is not made, the auditor(s) in office shall continue in office until a successor is appointed. A Director, officer or employee of the Company or of any of its subsidiaries or a partner, officer or employee of any such Director, officer or employee shall not be capable of being appointed auditors of the Company.**”

“160B. **Subject as otherwise provided by the Act, the members may, at any general meeting convened and held in accordance with these Bye-Laws of which notice specifying the intention to pass such resolution was given, remove the auditor(s)**

by ordinary resolution at any time before the expiration of the term of office and shall, by ordinary resolution, at that meeting appoint new auditor(s) in its/their place for the remainder of the term.”

54. The original Bye-Law 161, which reads:

“161. Subject as otherwise provided by the Act, the remuneration of the auditors shall be fixed by the Company in general meeting Provided always that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Directors.”

is to be revised as:

“161. Subject as otherwise provided by the Act, the remuneration of the auditors shall be fixed by the Company in general meeting, ~~P~~provided always that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Directors.

55. The original Bye-Law 163, which reads:

“163. Any notice or document (including a share certificate) may be given by the Company to any member either personally or by sending it by post to him at his registered address as appearing in the register or at the address, within or outside Bermuda, supplied by him to the Company for the sending of notices or documents to him or by advertisement to be published in the newspapers. A member who has no address of either type as aforesaid shall be deemed to have received any notice which shall have been displayed at the office or at the principal place of business for the time being of the Company in Hong Kong and shall have remained there for the period of 24 hours or which shall have been published in the newspapers and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed and/or published (as the case may be). Without limiting the generality of the foregoing but subject to the Statutes and any rules prescribed by the Designated Stock Exchange from time to time, a notice or document may be served or delivered by the Company to any member by electronic means to such address as may from time to time be authorised by the member concerned or by publishing it on a computer network and notifying the member concerned, in such manner as he may from time to time authorise, that it has been so published.

(A) Except where otherwise expressly stated, any notice to be given to or by any person pursuant to these Bye-laws shall be in writing or, to the extent permitted by the Statutes and any applicable rules prescribed by the Designated Stock Exchange from time to time and subject to this Bye-laws, contained in an electronic communication. A notice calling a meeting of the Directors need not be in writing.

- (B) Any such notice or document may be served or delivered by the Company by reference to the register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery. Where any notice or document is served or delivered to any person in respect of a share in accordance with these Bye-laws, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document.
- (C) Any notice or document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid envelop or wrapper addressed to the Company or to such officer at the Company's head office or registered office.

.....”

is to be revised as:

“163. Any notice or document (including any **“corporate communication”** within the **meaning ascribed thereto under the Listing Rules and** a share certificate) may be given by the Company to any member either personally or by sending it by post to him **in a prepaid envelope addressed to such member** at his registered address as appearing in the register or at the address, within or outside Bermuda, supplied by him to the Company for the sending of notices or documents to him ~~or by advertisement to be published in the newspapers. A member who has no address of either type as aforesaid shall be deemed to have received any notice which shall have been displayed at the office or at the principal place of business for the time being of the Company in Hong Kong and shall have remained there for the period of 24 hours or which shall have been published in the newspapers and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed and/or published (as the case may be). Without limiting the generality of the foregoing but subject to the Statutes and any rules prescribed by the Designated Stock Exchange from time to time, a notice or document may be served or delivered by the Company to any member by electronic means to such address as may from time to time be authorised by the member concerned or by publishing it on a computer network and notifying the member concerned, in such manner as he may from time to time authorise, that it has been so published.~~

- (A) ~~Except where otherwise expressly stated, any~~ Any notice to be given to or by any person pursuant to these ~~Bye-laws~~ **Bye-Laws** shall be in writing or, ~~to the extent permitted~~ **subject to** by the Statutes and any applicable rules prescribed by the Designated Stock Exchange from time to time and ~~subject to this Bye-laws~~ **Bye-Laws, by cable, telex or facsimile transmission message or other form of** ~~contained in an~~ electronic

transmission or communication or, as the case may be, by transmitting it to 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 giving of notice or document to him or which the person transmitting the notice or document reasonably and bona fide believes at the relevant time will result in the notice or document being duly received by the member or, may also be served by announcement or by electronic communication in accordance with the requirements of the Designated Stock Exchange, or by placing it on the Company’s website and giving to the member a notice stating the notice or other document is available there (a “notice of availability”). The notice of availability may be given to the member by any means set out above. A notice calling a meeting of the Directors need not be in writing.

- (B) Any such notice or document may be served or delivered by the Company by reference to the register as it stands at any time not more than fifteen days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery. Where any notice or document is served or delivered to any person in respect of a share in accordance with these ~~Bye-laws~~**Bye-Laws**, no person deriving any title or interest in that share shall be entitled to any further service or delivery of that notice or document.
- (C) Any notice or document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid ~~envelope~~**envelope** or wrapper addressed to the Company or to such officer at the Company’s head office or registered office.

.....”

56. The original Bye-Law 164, which reads:

“164. Any notice or other document, if sent by mail, postage prepaid, shall be deemed to have been served or delivered on the day following that on which the letter, envelope, or wrapper containing the same is put into the post. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed and put into the post as prepaid mail. Any notice or document not sent by post but deposited by the Company at a registered address shall be deemed to have been served or delivered on the day that it was so deposited. Any notice or document, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the day following that on which the electronic communication was sent by or on behalf of the Company. Any notice or document served or delivered by the Company by any other means authorised in writing by the member concerned shall be deemed to have been served when the Company has carried out the action it

has been authorised to take for that purpose. Any notice or other document published by way of advertisement or on a computer network shall be deemed to have been served or delivered on the day it was published.”

is to be revised as:

“164. Any notice or other document, if sent by mail, postage prepaid, shall be deemed to have been served or delivered on the day following that on which the letter, envelope, or wrapper containing the same is put into the post. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed and put into the post as prepaid mail. Any notice or document not sent by post but deposited by the Company at a registered address shall be deemed to have been served or delivered on the day that it was so deposited. Any notice or document, if sent by electronic means (including through any relevant system), shall be deemed to have been given on the day following that on which the electronic communication was sent by or on behalf of the Company. Any notice or document served or delivered by the Company by any other means authorised in writing by the member concerned shall be deemed to have been served when the Company has carried out the action it has been authorised to take for that purpose. ~~Any notice or other document published by way of advertisement or on a computer network shall be deemed to have been served or delivered on the day it was published.~~ **Any notice or document sent by electronic communication shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agents. Any notice or other document published on the Company’s website or the website of the Designated Stock Exchange shall be deemed given by the Company to a member on the day following that on which a notice of availability is deemed served on the member.**”

57. The original Bye-Law 173, which reads:

“173. A resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.”

is to be revised as:

“173. A resolution that the Company ~~be wound up by the court or~~ be wound up voluntarily shall be a special resolution.”

58. The original Bye-Law 177, which reads:

“177. In the event of a winding-up of the Company, every member of the Company who is not for the time being in Hong Kong shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person’s full name, address and occupation

upon whom all summonses, notices, process, order and judgments in relation to or under the winding-up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person and service upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes and, where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such member by advertisement to be published in the newspapers or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.”

is to be revised as:

“177. In the event of a winding-up of the Company, every member of the Company who is not for the time being in Hong Kong shall be bound, within 14 days after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some person resident in Hong Kong and stating that person’s full name, address and occupation upon whom all summonses, notices, process, order and judgments in relation to or under the winding-up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person and service upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes and, where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof ~~to such member by advertisement to be published in the newspapers or~~ by a registered letter sent through the post and addressed to such member at his address as mentioned in the register and such notice shall be deemed to be served on the day following that on which ~~the advertisement appears or~~ the letter is posted.”

59. The original Bye-Law 178, which reads:

“178. (A) Subject to the provisions of and so far as may be permitted by the Act, every Director, auditor, secretary or other officer of the Company and every agent or employee of the Company shall be entitled to be indemnified by the Company out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceeding, civil or criminal, which relates to anything done or omitted or alleged to have been done or omitted by him as officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or

admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any law for relief from liability in respect of any such act or omission in which relief is granted to him by any court of competent jurisdiction.

- (B) Subject to the provisions of the Act, if any Director and/or other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director and/or person so becoming liable as aforesaid from any loss in respect of such liability.”

is to be revised as:

- “178. (A) Subject to the provisions of and so far as may be permitted by the Act, every Director, auditor, secretary or other officer of the Company and every agent or employee of the Company shall be entitled to be indemnified by the Company out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceeding, civil or criminal, which relates to anything done or omitted or alleged to have been done or omitted by him as officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any law for relief from liability in respect of any such act or omission in which relief is granted to him by any court of competent jurisdiction, **except as the same shall happen by or through their own fraud or dishonesty.**
- (B) Subject to the provisions of the Act, if any Director and/or other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Director and/or person so becoming liable as aforesaid from any loss in respect of such liability, **except as the same shall happen by or through their own fraud or dishonesty.**”

The following is a summary of the principal terms of the New Share Option Scheme proposed to be approved at the AGM. This summary does not form part of, nor is it intended to be part of the rules of the New Share Option Scheme and it should not be taken as affecting the interpretation of the rules of the New Share Option Scheme:

(a) PURPOSE

The New Share Option Scheme is a share incentive scheme prepared in accordance with Chapter 17 of the Listing Rules and is established to recognise and acknowledge the contributions that the Eligible Participants had or may have made to our Group. The New Share Option Scheme will provide the Eligible Participants an opportunity to have a personal stake in our Company with the view to achieving the following objectives:

- (i) motivate the Eligible Participants to optimise their performance efficiency for the benefit of our Group; and
- (ii) attract and retain or otherwise maintain an ongoing business relationship with the Eligible Participants whose contributions are or will be beneficial to the long term growth of the Group.

The basis of eligibility of any of the Eligible Participants to the grant of Options shall be determined by the Directors from time to time on the basis of the Directors' absolute opinion as to his actual contribution or potential contribution to the development and growth of the Company and/or any of the subsidiaries.

In assessing the eligibility of an Eligible Participant who is (i) a Director (excluding an independent non-executive Director), the Company will consider period of employment, responsibilities, time commitment, knowledge in the industry and prevailing market practice; (ii) an Independent Non-Executive Director, the Company will consider period of serving as an independent non-executive Director, responsibilities, time commitment, knowledge in the industry and prevailing market practice; and a senior management and core employee, the Company will consider individual performance, time commitment, responsibilities, work experience, professional qualifications and knowledge in the industry.

(b) ACCEPTANCE OF AN OFFER OF OPTIONS

An Option shall be deemed to have been granted and accepted by the grantee and to have taken effect when the duplicate offer document constituting acceptances of the options duly signed by the grantee, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company on or before the relevant acceptance date. Such payment shall in no circumstances be refundable. Any offer to grant an option to subscribe for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate offer document constituting acceptance of the option. To the extent that the offer to grant an option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined.

Subject to paragraphs (k), (l), (m), (n) and (o), an Option shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the grantee by giving notice in writing to the Company stating that the option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the exercise price for the Shares in respect of which the notice is given. Within 21 days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate by the auditors to the Company or the approved independent financial adviser as the case may be pursuant to paragraph (q), the Company shall allot and issue the relevant number of Shares to the grantee credited as fully-paid and issue to the grantee certificates in respect of the Shares so allotted.

The exercise of any Option shall be subject to the Shareholders in general meeting approving any necessary increase in the authorised share capital of the Company.

(c) MAXIMUM NUMBER OF SHARES

The maximum number of Shares in respect of which options may be granted under the New Share Option Scheme and under any other share option schemes of the Company must not in aggregate exceed the Scheme Limit, which will be 10% of the total number of Shares in issue as at the date of the approval of the New Share Option Scheme, excluding for this purpose Shares which would have been issuable pursuant to options which have lapsed in accordance with the terms of the New Share Option Scheme (or any other share option schemes of the Company). Subject to the issue of a circular by our Company and the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Board may:

- (i) renew the Scheme Limit at any time to 10% of the Shares in issue as at the date of approval by the Shareholders in general meeting; and/or
- (ii) grant Options beyond the Scheme Limit to Eligible Participants specifically identified by the Board. The circular to be issued by the Company to the Shareholders shall contain a generic description of the specified Eligible Participants who may be granted such Options, the number and terms of the Options to be granted, the purpose of granting Options to the specified Eligible Participants with an explanation as to how the Options serve such purpose, the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules.

Notwithstanding the foregoing and subject to paragraph (q) below, the maximum number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the New Share Option Scheme and any other share option schemes of the Company at any time shall not exceed 30% of the Shares in issue from time to time. No Options shall be granted under any schemes of the Company (including the New Share Option Scheme) if this will result in the 30% limit being exceeded. The maximum number of Shares in respect of which Options may be granted shall be adjusted, in such manner as the auditors of the Company or an approved independent financial adviser shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of the Company in accordance with paragraph (q) below whether by way of consolidation, capitalisation issue, rights issue, sub-division or reduction of the share capital of the Company but in no event shall exceed the limit prescribed in this paragraph.

(d) MAXIMUM NUMBER OF OPTIONS TO ANY ONE INDIVIDUAL

The total number of Shares issued and which may fall to be issued upon exercise of the Options granted under the New Share Option Scheme and any other share option schemes of the Company (including both exercised and outstanding Options) to each Eligible Participant in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue as at the date of grant. Any further grant of Options in excess of this 1% limit shall be subject to:

- (i) the issue of a circular by the Company containing the identity of the Eligible Participant, the numbers of an terms of the Options to be granted (and Options previously granted to such participant), the information as required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules; and
- (ii) the approval of the Shareholders in general meeting and/or other requirements prescribed under the Listing Rules from time to time with such Eligible Participant and his close associates (as defined in the Listing Rules) abstaining from voting. The numbers and terms (including the exercise price) of the Options to be granted to such participant must be fixed before the Shareholders' approval and the date of the Board meeting at which the Board proposes to grant the Options to such Eligible Participant shall be taken as the date of grant for the purpose of calculating the subscription price of the Shares. The Board shall forward to such Eligible Participant an offer document in such form as the Board may from time to time determine (or, alternatively, documents accompanying the offer document which state), among others:
 - (aa) the Eligible Participant's name, address and occupation;
 - (bb) the date on which an Option is offered to an Eligible Participant which must be a date on which the Stock Exchange is open for business of dealing in securities;
 - (cc) the date upon which an offer for an Option must be accepted;

- (dd) the date upon which an Option is deemed to be granted and accepted in accordance with paragraph (b);
- (ee) the number of Shares in respect of which the Option is offered;
- (ff) the subscription price and the manner of payment of such price for the Shares on and in consequence of the exercise of the Option;
- (gg) the date of the notice given by the grantee in respect of the exercise of the Option; and
- (hh) the method of acceptance of the Option which shall, unless the Board otherwise determines, be set out in paragraph (b).

(e) PRICE OF SHARES

Subject to any adjustments to be made as described in paragraph (q) below, the subscription price of a Share in respect of any particular Option granted under the New Share Option Scheme shall be such price as the Board in its absolute discretion shall determine, save that such price must be at least the higher of:

- (i) the official closing price of the Shares as stated in the Stock Exchange's daily quotation sheets on the date of grant, which must be a day on which the Stock Exchange is open for the business of dealing in securities;
- (ii) the average of the official closing prices of the Shares as stated in the Stock Exchange's daily quotation sheets for the five business days immediately preceding the date of grant; and
- (iii) the nominal value of a Share.

(f) GRANTING OPTIONS TO CONNECTED PERSONS

Any grant of Options to a Director, chief executive or substantial shareholder (as defined in the Listing Rules) of the Company or any of their respective associates (as defined in the Listing Rules) is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options). If the Board proposes to grant Options to a substantial shareholder or any independent non-executive Director or their respective associates (as defined in the Listing Rules) which will result in the number of Shares issued and to be issued upon exercise of Options granted and to be granted (including Options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant:

- (i) representing in aggregate over 0.1% or such other percentage as may be from time to time provided under the Listing Rules of the Shares in issue; and

- (ii) having an aggregate value in excess of HK\$5.0 million or such other sum as may be from time to time provided under the Listing Rules, based on the official closing price of the Shares at the date of each grant, such further grant of Options will be subject to the issue of a circular by the Company and the approval of the Shareholders in general meeting on a poll at which the proposed grantee, his associates, and all core connected persons (as defined in the Listing Rules) of the Company shall abstain from voting in favour, and/or such other requirements prescribed under the Listing Rules from time to time. Any vote taken at the meeting to approve the grant of such Options shall be taken as a poll.

The circular to be issued by the Company to the Shareholders pursuant to the above paragraph shall contain the following information:

- (i) the details of the number and terms (including the exercise price) of the Options to be granted to each selected Eligible Participant which must be fixed before the Shareholders' meeting and the date of the Board meeting for proposing such further grant shall be taken as the date of grant for the purpose of calculating the exercise price of such Options;
- (ii) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options) to the independent Shareholders as to voting;
- (iii) the information required under Rule 17.02(2)(c) and (d) and the disclaimer required under Rule 17.02(4) of the Listing Rules; and
- (iv) the information required under Rule 2.17 of the Listing Rules.

(g) RESTRICTIONS ON THE TIMES OF GRANT OF OPTIONS

A grant of Options may not be made after inside information has come to the knowledge of the Company until (and including) the trading day after it has announced the information pursuant to the requirements of the Listing Rules and the inside information provisions of Part XIVA of the SFO. In particular, no Options may be granted during the period commencing one month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date was first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's annual, half-yearly, quarterly or other interim period results (whether or not required under the Listing Rules); and
- (ii) the deadline for the Company to publish an announcement of its annual, half-yearly, or quarterly or other interim period results (whether or not required under the Listing Rules),

and ending on the date of actual publication of the relevant results announcement, and where an option is granted to a Director:

- (i) no Options shall be granted during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (ii) during the period of 30 days immediately preceding the publication date of the quarterly results and half-yearly results or, if shorter, the period from the end of the relevant quarterly or half-yearly period up to the publication date of the results.

(h) RIGHTS ARE PERSONAL TO GRANTEE

An Option is personal to the grantee and may be exercised in whole or in part. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any Option or attempt so to do (save that the grantee may nominate a nominee in whose name the Shares issued pursuant to the New Share Option Scheme may be registered). Any breach of the foregoing shall entitle the Company to cancel any outstanding Options or any part thereof granted to such grantee.

(i) TIME OF EXERCISE OF OPTION AND DURATION OF THE NEW SHARE OPTION SCHEME

An Option may be exercised in accordance with the terms of the New Share Option Scheme at any time after the date upon which the Option is deemed to be granted and accepted and prior to the expiry of 10 years from that date. The period during which an Option may be exercised will be determined by the Board in its absolute discretion, save that no Option may be exercised more than 10 years after it has been granted. No Option may be granted more than 10 years after the date of approval of the New Share Option Scheme. Subject to earlier termination by the Company in general meeting or by the Board, the New Share Option Scheme shall be valid and effective for a period of 10 years from the date of its adoption.

The Board may at its discretion specify any condition in the offer letter at the grant of the relevant Option which must be satisfied before an Option may be exercised. Save as determined by the Board and provided in the Offer of the grant of the relevant Option, there is no specified minimum period under the New Share Option Scheme for which an Option must be held or the performance target which must be achieved before an Option can be exercised under the terms of the New Share Option Scheme.

(j) PERFORMANCE TARGET

A grantee may be required to achieve any performance targets as the Board may then specify in the grant before any Options granted under the New Share Option Scheme can be exercised.

(k) RIGHTS ON CEASING EMPLOYMENT OR DEATH

If the grantee of an Option ceases to be an employee of the Company or any of its subsidiaries:

- (i) by any reason other than death or termination of his employment on the grounds specified in paragraph (l) below, the grantee may exercise the Option up to the entitlement of the grantee as of the date of cessation (to the extent not already exercised) within a period of one month (or such longer period determined by the Board) from such cessation, which date shall be the last actual working day with the Company or the relevant subsidiary whether salary is paid in lieu of notice or not; or
- (ii) by reason of death, his personal representative(s) may exercise the Option within a period of 12 months (or such longer period determined by the Board) from such death to exercise the Option in full (to the extent not already exercised), failing which it will lapse.

(l) RIGHTS ON DISMISSAL

If the grantee of an Option ceases to be an employee of the Company or any of its subsidiaries on the grounds that he has been guilty of serious misconduct, or in relation to an employee of the Group (if so determined by the Board) on any other ground on which an employee would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with the Group, or has been convicted of any criminal offense involving his integrity or honesty, his Option will lapse and not be exercisable after the date of termination of his employment.

(m) RIGHTS ON TAKEOVER

If a general offer is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or in concert with the offeror (as defined in the Takeovers Code)) and such offer becomes or is declared unconditional during the option period of the relevant Option, the grantee of an Option (or his legal personal representatives) shall be entitled to exercise the Option in full (to the extent not already exercised) at any time within 14 days after the date on which the offer becomes or is declared unconditional.

(n) RIGHTS ON WINDING-UP

In the event that a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to all grantees and thereupon, each grantee (or in the case of his death, his legal personal representative(s)) shall be entitled to exercise all or any of his Options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of the Company referred to above by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the grantee credited as fully paid and register the grantee as holder thereof.

(o) RIGHTS ON COMPROMISE OR ARRANGEMENT BETWEEN THE COMPANY AND ITS MEMBERS OR CREDITORS

If a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other companies, the Company shall give notice to all the grantees of the Options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme or arrangement. Each grantee (or where permitted his personal representatives) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of the date falling two calendar months thereafter and on the date on which such compromise or arrangement is sanctioned by the Supreme Court of Bermuda be entitled to exercise all or any of his Options in whole or in part, but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the Supreme Court of Bermuda and becoming effective.

Upon such compromise or arrangement becoming effective, all Options for the time being outstanding shall lapse except insofar as previously exercised under this paragraph. The Company may thereafter require each grantee to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

(p) RANKING OF SHARES

The Shares to be allotted upon the exercise of an Option will not carry voting rights until completion of the registration of the grantee (or any other person) as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of Options will rank *pari passu* in all respects and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully-paid Shares in issue on the date of exercise.

(q) EFFECT OF ALTERATIONS TO CAPITAL

In the event of any alteration in the capital structure of the Company whilst any Option may become or remain exercisable, whether by way of capitalisation issue, rights issue, consolidation, sub-division or reduction of share capital of the Company, or otherwise howsoever, such corresponding alterations (if any) shall be made (except on an issue of securities of the Company as consideration in a transaction) in the number of Shares subject to any options so far as unexercised and/or the subscription price per Share of each outstanding Option as the auditors of the Company or an independent financial adviser shall certify in writing to the Board to be in their/his opinion fair and reasonable and in compliance with Rule 17.03(13) of the Listing Rules and the note thereto and the supplementary guidance issued by the Stock Exchange on 5 September 2005 and/or such other requirement prescribed under the Listing Rules from time to time. The capacity of the auditors of the Company or the independent financial adviser, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in the absence of manifest error, be final and conclusive and binding on the Company and the grantees.

Any such alterations will be made on the basis that a grantee shall have the same proportion of the issued share capital of the Company for which any grantee of an Option is entitled to subscribe pursuant to the Options held by him before such alteration and the aggregate subscription price payable on full exercise of any Option is to remain as nearly as possible the same (and in any event not greater than) as it was before such event. No such alteration will be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such alterations.

(r) EXPIRY OF OPTION

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the date of expiry of the Option as may be determined by the Board;
- (ii) the expiry of any of the periods referred to in paragraphs (k), (l), (m), (n) or (o);
- (iii) the date on which the scheme of arrangement of the Company referred to in paragraph (o) becomes effective;
- (iv) subject to paragraph (n), the date of commencement of the winding-up of the Company;

- (v) the date on which the grantee ceases to be an Eligible Participant by reason of the termination of his or her relationship with the Group on any one or more of the grounds that he has been guilty of serious misconduct, or has been convicted of any criminal offence involving his integrity or honesty or in relation to an employee of the Group, or has been insolvent, bankrupt or has made arrangements or compositions with his creditors generally or any other ground that would warrant the termination of his employment at common law or pursuant to any applicable laws or under the grantee's service contract with the Group. A resolution of the Board to the effect that the relationship of a grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; or
- (vi) the date on which the Board shall exercise the Company's right to cancel the Option at any time after the grantee commits a breach of paragraph (h) above or the Options are cancelled in accordance with paragraph (t) below.

(s) ALTERATION OF THE NEW SHARE OPTION SCHEME

The New Share Option Scheme may be altered in any respect by resolution of the Board except that:

- (i) any alteration to the advantage of the grantees or the Eligible Participants (as the case may be) in respect of the matters contained in Rule 17.03 of the Listing Rules;
- (ii) any material alteration to the terms and conditions of the New Share Option Scheme or any change to the terms of Options granted (except any alterations taking effect automatically under the terms of the New Share Option Scheme); or
- (iii) any change to the authority of the Board in relation to any alteration to the terms of the New Share Option Scheme,

shall first be approved by the Shareholders in general meeting at which any persons to whom or for whose benefit the Shares may be issued under the New Share Option Scheme and their respective close associates shall abstain from voting, provided that if the proposed alteration shall adversely affect any Option granted or agreed to be granted prior to the date of alteration, such alteration shall be further subject to the grantees' approval in accordance with the terms of the New Share Option Scheme. The amended terms of the New Share Option Scheme shall still comply with Chapter 17 of the Listing Rules.

(t) CANCELLATION OF OPTIONS

Any cancellation of Options granted but not exercised must be approved by the grantees of the relevant Options in writing. For the avoidance of doubt, such approval is not required in the event any Option is cancelled pursuant to paragraph (h).

(u) TERMINATION OF THE NEW SHARE OPTION SCHEME

The Company may by resolution in general meeting or the Board at any time terminate the New Share Option Scheme and in such event no further Option shall be offered but the provisions of the New Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted prior thereto or otherwise as may be required in accordance with the provisions of the New Share Option Scheme. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the New Share Option Scheme.

(v) ADMINISTRATION OF THE BOARD

The New Share Option Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the New Share Option Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties.

(w) CONDITION OF THE NEW SHARE OPTION SCHEME

The New Share Option Scheme is conditional on:

- (i) the Shareholders passing an ordinary resolution to terminate the Existing Share Option Scheme and to adopt the New Share Option Scheme at the AGM; and
- (ii) the Listing Division of the Stock Exchange granting the listing of and permission to deal in any Shares which may fall to be issued by the Company pursuant to the exercise of Options granted under the New Share Option Scheme up to the Scheme Limit.

If the conditions in this paragraph are not satisfied within six calendar months from the Adoption Date:

- (i) the New Share Option Scheme shall forthwith determine;
- (ii) any Option granted or agreed to be granted pursuant to the New Share Option Scheme and any offer of such a grant shall be of no effect; and
- (iii) no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the New Share Option Scheme or any Option granted thereunder.

(x) DISCLOSURE IN ANNUAL AND INTERIM REPORTS

The Company will disclose details of the New Share Option Scheme in its annual and interim reports including the number of Options, date of grant, exercise price, exercise period and vesting period during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.



Deson Development International Holdings Limited
迪臣發展國際集團有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 262)

NOTICE IS HEREBY GIVEN that an annual general meeting (“AGM”) of Deson Development International Holdings Limited (the “Company”) will be held at 11th Floor, Nanyang Plaza, 57 Hung To Road, Kwun Tong, Kowloon, Hong Kong on Tuesday, 30 August 2022 at 11:00 a.m. for the following purposes:

ORDINARY RESOLUTIONS

- (1) To receive and adopt the audited consolidated financial statements and the reports of directors and auditors of the Company for the year ended 31 March 2022;
- (2) (A) To consider the re-election of Mr. Tjia Wai Yip, William as an executive Director of the Company;

(B) To consider the re-election of Ms. Tse Hoi Ying as an executive Director of the Company;

(C) To consider the re-election of Mr. Siu Kam Chau as an independent non-executive Director of the Company;
- (3) To authorise the board of Directors of the Company to fix the remuneration of the Directors of the Company;
- (4) To consider the re-appointment of Baker Tilly Hong Kong Limited as the auditors of the Company and to authorise the board of Directors of the Company to fix their remuneration;
- (5) As special business, to consider and, if thought fit, to pass, with or without modification, the following resolutions as ordinary resolutions:
 - (A) “**THAT:**
 - (a) subject to paragraph (c) of this resolution, the exercise by the Directors of the Company during the Relevant Period (as defined in paragraph (d) below) of all the powers of the Company to allot, issue or deal with additional shares in the share capital of the Company or securities convertible into such shares or options, warrants or similar rights to subscribe for any such shares or such convertible securities and to make or grant offers, agreements and options which might require the exercise of such powers, subject to and in accordance with all applicable laws, be and is hereby generally and unconditionally approved;

* For identification purpose only

- (b) the approval in paragraph (a) of this resolution shall authorise the Directors of the Company during the Relevant Period (as defined in paragraph (d) below) to make or grant offers, agreements and options which would or might require the exercise of such powers after the end of the Relevant Period;
- (c) the aggregate nominal amount of share capital to be allotted and issued or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) and issued by the Directors of the Company pursuant to the approval in paragraph (a) of this resolution, otherwise than pursuant to (i) a Rights Issue (as defined in paragraph (d) below), (ii) the exercise of the subscription rights or conversion rights under the terms or any warrants issued by the Company or any securities which are convertible into shares of the Company and from time to time outstanding, (iii) the exercise of any options granted under the share option scheme or similar arrangement for the time being adopted for the grant or issue to (amongst others) officers and/or employees of the Company and/or any of its subsidiaries of shares or rights to acquire shares of the Company, or (iv) any scrip dividend or similar arrangement providing for the allotment of shares of the Company in lieu of the whole or part of a dividend on shares of the Company in accordance with the bye-laws of the Company in force from time to time, shall not exceed 20 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date of the passing of this resolution and the said approval shall be limited accordingly; and
- (d) for the purpose of this resolution:
- “Relevant Period” means the period from the passing of this resolution until whichever is the earlier of:
- (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the bye-laws of the Company or any applicable laws of Bermuda to be held; or
 - (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting; and

“Rights Issue” means an offer of shares of the Company open for a period fixed by the directors of the Company to holders of shares of the Company on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of or the requirements of any recognised regulatory body or stock exchange in any territory outside Hong Kong applicable to the Company).”

(B) “**THAT:**

- (a) subject to paragraph (b) of this resolution, the exercise by the Directors of the Company during the Relevant Period (as defined in paragraph (c) below) of all the powers of the Company to purchase its own shares on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) or any other exchange on which the securities of the Company may be listed and recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose (“**Recognised Stock Exchange**”), subject to and in accordance with all applicable laws and regulations of Bermuda, the bye-laws of the Company and the requirements of the Rules Governing the Listing of Securities on the Stock Exchange or any other applicable requirements of any Recognised Stock Exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the aggregate nominal amount of shares which the Company may be purchased by the Company pursuant to the approval in paragraph (a) above during the Relevant Period (as defined in paragraph (c) below) shall not exceed 10 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date of the passing of this resolution and the said approval shall be limited accordingly; and
- (c) for the purposes of this resolution:

“Relevant Period” means the period from the passing of this resolution until whichever is the earlier of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the bye-laws of the Company or any applicable laws of Bermuda to be held; or
- (iii) the revocation or variation of the authority given under this resolution by an ordinary resolution of the shareholders of the Company in general meeting.”

(C) “THAT:

subject to the passing of the resolutions set out in items 5(A) and 5(B) in the notice convening this meeting, the aggregate nominal amount of the share capital of the Company which has been purchased by the Company pursuant to the authority granted to the Directors of the Company under the resolution set out in item 5(B) of the said notice shall be added to the aggregate nominal amount of share capital of the Company that may be allotted, issued and dealt with by the Directors of the Company pursuant to the resolution set out in item 5(A) of the said notice, provided that such amount shall not exceed 10 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing of this resolution.”

- (6) As special business, to consider and, if thought fit, to pass with or without modifications the following Resolution as an ordinary resolution of the Company:

“**THAT** subject to and conditional upon the Stock Exchange granting the listing of and permission to deal in the shares of the Company to be issued pursuant to the exercise of the options which may be granted under the new share option scheme of the Company (the “**New Share Option Scheme**”), a draft of which is produced to this meeting marked “A” and signed for the purpose of identification by the Chairman hereof, in an amount not exceeding 10 per cent. of the shares in issue as at the date of passing this resolution, the New Share Option Scheme be and is hereby approved and adopted and the Directors be and are hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the New Share Option Scheme including, but without limitation:

- (a) to administer the New Share Option Scheme under which options may be granted to Eligible Persons (as defined in the New Share Option Scheme) to subscribe for shares in the capital of the Company;
- (b) to modify and/or amend the New Share Option Scheme from time to time, provided that such modification and/or amendment is effected in accordance with the provisions of the New Share Option Scheme relating to modification and/or amendment;
- (c) to consent, if it so deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the New Share Option Scheme; and

- (d) to take all such steps as may be necessary, desirable or expedient to carry into effect the New Share Option Scheme, and accordingly THAT the existing share option scheme of the Company adopted on 15 August 2012 be and is hereby terminated with effect from the close of this meeting (without prejudice to the rights and benefits of and attached to any such options as may have been granted thereunder which are outstanding).”

SPECIAL RESOLUTION

- (7) As special business, to consider and, if thought fit, to pass, with or without modification, the following resolution as a special resolution:

“**THAT** the existing Bye-Laws of the Company be amended in the manner as set out in the circular of the Company dated 22 July 2022 (the “**Circular**”) and **THAT** the amended and restated Bye-Laws of the Company in the form of the document marked “**B**” and produced to this meeting, and for the purposes of identification signed by the Chairman, which incorporate all of the proposed amendments set out in the Circular, be and are hereby approved and adopted as the new amended and restated Bye-Laws of the Company in substitution for and to the exclusion of the existing Bye-Laws of the Company with immediate effect after the close of this meeting, and **THAT** the Directors be and are hereby authorised to do (or cause to be done) all things necessary or desirable to implement, or in connection with, the adoption of the new amended and restated Bye-Laws of the Company.”

By Order of the Board
Deson Development International Holdings Limited
Tjia Boen Sien
Managing Director and Chairman

Hong Kong, 22 July 2022

Registered office in Bermuda:

Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

Principal place of business:

11th Floor, Nanyang Plaza
57 Hung To Road, Kwun Tong
Kowloon
Hong Kong

Notes:

1. Any Shareholder of the Company entitled to attend and vote at the AGM is entitled to appoint another person (who must be an individual) as his proxy to attend and vote instead of him and a proxy so appointed shall have the same right as the Shareholder to speak at the AGM. A proxy need not be a Shareholder of the Company. A Shareholder who is the holder of 2 or more Shares may appoint more than one proxy to represent him and vote on his behalf at the AGM. **To safeguard the health and safety of Shareholders and to prevent the spreading of the COVID-19, Shareholders are strongly encouraged to cast their votes by submitting a proxy form appointing the Chairman of the AGM as their proxy.**

2. A form of proxy for use at the AGM is enclosed. In order to be valid, the proxy form together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority must be deposited at the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (which will be relocated to 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong with effect from 15 August 2022) as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the AGM or any adjourned meeting thereof.
3. Completion and delivery of the form of proxy will not preclude a Shareholder of the Company from attending and voting in person at the AGM or any adjournment thereof should such Shareholder so wishes, and in such event, the instrument appointing a proxy shall be deemed revoked.
4. Where there are joint holders of any Share of the Company, any one of such joint holder may vote, either in person or by proxy, in respect of such Shares as if he were solely entitled to vote, but if more than one of such joint holders are present at the AGM, the most senior holder shall alone be entitled to vote, whether in person or by proxy. For this purpose, seniority shall be determined by reference to the order in which the names of the joint holders stand first on the register of Shareholders of the Company in respect of the joint holding.
5. The register of members of the Company will be closed from Thursday, 25 August 2022 to Tuesday, 30 August 2022, both days inclusive, for determining the identity of the Shareholders who are entitled to attend and vote at the AGM. During this period, no transfer of Shares will be registered. In order to be eligible to attend and vote at the AGM, unregistered holders of the Shares should ensure that all transfer forms accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (which will be relocated to 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong with effect from 15 August 2022) not later than 4:30 p.m. on Wednesday, 24 August 2022.
6. Pursuant to Bye-Law 69, the above resolutions put to vote at the meeting shall be decided by poll as required under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
7. If typhoon signal no. 8 or above is issued, or a "black" rainstorm warning is in effect, or "extreme conditions" caused by super typhoons at any time after 7:00 a.m. on the date of the AGM, the AGM will be postponed. The Company will post an announcement on the websites of the Company at www.deson.com and the Stock Exchange at www.hkexnews.hk to notify Shareholders of the Company of the date, time and place of the rescheduled AGM.
8. In view of the ongoing COVID-19 epidemic, the Company will implement the following precautionary measures at the AGM, including:
 - (a) compulsory body temperature checks (any person with fever, respiratory symptoms or a body temperature of over 37.5 degree Celsius will not be permitted access to the meeting venue);
 - (b) request of wearing of surgical face masks throughout the meeting and not wearing surgical face masks will not be permitted access to the meeting venue;
 - (c) hand sanitiser will be provided;
 - (d) no refreshments will be served;
 - (e) no corporate gifts will be distributed; and
 - (f) other safety measures as appropriate.