THE COMPANIES ORDINANCE (CHAPTER 622)

Company Limited by Guarantee

ARTICLES OF ASSOCIATION

OF

Hong Kong, China Sports Association of the Deaf Company Limited
中國香港聾人體育總會有限公司

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Interpretation

(1) In these ~~a~~Articles –

"AGM" means the annual general meeting of the Association;

"alternate" and "alternate director" mean a person appointed by a Director as an alternate under article 26(1) of Part B;

"appointor" has the meaning given by article 26(1) of Part B;

"Articles" means the articles of association of the ~~Company~~Association;

"associated company means –

(a) a subsidiary of the ~~Company~~Association;

(b) a holding company of the ~~Company~~Association; or

(c) a subsidiary of such a holding company;

"Association" means Hong Kong, China Sports Association of the Deaf Company Limited 中國香港聾人體育總會有限公司;

"Auditor(s) means the auditor(s) for the time being of the Association;

"Board" means the board of Directors;

"Company Secretary" means the company secretary for the time being of the Association;

"Director(s)" means the director(s) for the time being of the Association;

"Governing Body" means the governing body for the time being of the Association in the absence of the Board;

"HK$" means Hong Kong dollars, the legal currency in Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Member(s)" means the member(s) of the Association;

"Mental Health Ordinance" means the Mental Health Ordinance, Chapter 136 of the Laws of Hong Kong;

"mental incapacity" has the meaning given by section 2(1) of the Mental Health Ordinance;

"mentally incapacitated person" means a person who is found under the Mental Health Ordinance ~~(Cap. 136)~~ to be incapable, by reason of mental incapacity, of managing and administering his or her property and affairs;

"Ordinance" means the Companies Ordinance ~~(~~Chapter~~Cap.~~ 622 of the Laws of Hong Kong;

"proxy notice" has the meaning given by article 48(1) of Part B.

(2) Other words or expressions used in these ~~a~~Articles have the same respective meaning as in the Ordinance as in force on the date these Articles become binding on the ~~Company~~Association.

(3) For the purposes of these Articles,

(i) a document is authenticated if it is authenticated in any way in which section 828(5) or 829(3) of the Ordinance provides for documents or information to be authenticated for the purposes of the Ordinance;

(ii) words denoting the male gender includes the female and neuter genders; and

(iii) words denoting singular includes plural.

Part A: Mandatory Articles

1. The name of the ~~Company~~ Association is

Hong Kong, China Sports Association of the Deaf Company Limited中國香港聾人體育總會有限公司.

2. The objects for which the ~~Company~~ Association is established ("Objects") are specifically expressed below:

(a) ~~T~~to take over all or any part of the assets of the ~~present~~ then unincorporated body known as Hong Kong, China Sports Association of the ~~Deaf~~Deaf (中國香港聾人體育總會）.

(b) for relief of the needs of the ~~deaf~~Deaf, to maintain and ~~conduct~~operate the ~~Company~~ Association as a non-profit making company of a charitable character, and to carry out and perform all and any other lawful acts, deeds, works or things that are of a

charitable nature and to organize sports activities for the ~~deaf~~Deaf people in Hong Kong;

(c) for advancement of education and relief of the needs of the ~~deaf~~Deaf, to promote, support, sponsor and further education, including the provisions of prizes, awards, scholarships, subsidies, bursaries, loans and grants; provide non-profit making vocational training, teacher training and development and other educational-related sports activities of the ~~deaf~~Deaf people in Hong Kong;

(d) to establish, manage and ~~carry~~ maintain ~~on~~ libraries, as well as ~~and~~ reading and writing rooms, and to furnish the same with books, reviews, magazines, newspapers, journals, reports, periodicals and other publications and issue, print or publish any publications, newspapers, journals, reports, periodicals, magazines, books, reports, ~~or~~ leaflets or other publications or broadcasting materials, videos or tapes with sign language on a non-profit making basis as the ~~Company~~ Association thinks necessary, desirable or expedient for the promotion of ~~its~~ the ~~o~~Objects;

(e) in furtherance of the Objects ~~ob ects of the Company~~ but not otherwise, to honour and reward excellence in research and development of technologies, including the provisions of prizes, scholarships, subsidies, bursaries, grants, loans and other awards therefor (provided that tight internal controls are in place when providing loans);

(f) to promote, organize and hold, either alone, or jointly with other company, club or persons, all kinds of charitable activities in pursuance of or which are conducive to the ~~o~~Objects ~~of the Company~~;

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(g) to establish and support and to aid in the establishment and support of, any other charity formed to promote a I or any of the ~~o~~Objects. PROVIDED that none of the property, assets or funds of the ~~Company~~ Association shall be used to support any entities which do not prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the ~~Company~~ Association under or by virtue of ~~A~~article 5 ~~here~~of Part A ;

(h) subject to ~~A~~article 5 ~~here~~of Part A, to hire and employ persons necessary, ~~or~~ desirable or expedient for the ~~o~~Objects ~~of the Company~~ and in return for services actually rendered to the ~~Company~~Association, to pay them salaries, wages, bonuses, gratuities, ~~and~~ pensions and other emoluments and to contribute to their provident funds, retirement schemes and the like~~list~~;

(i) to construct, maintain, improve and renovate any premises, buildings, grounds, facilities, or assets owned or occupied by the Association for the ~~o~~Objects ~~of the Company~~;

(j) to sell, transfer, manage, lease, mortgage, charge, dispose of, or otherwise deal with all or any part of the property or assets of the ~~Company~~ Association necessary for the ~~o~~Objects ~~of the Company~~;

(k) to invest and deal with the moneys of the ~~Company~~ Association not immediately required, upon such investments and in a proper and prudent manner as allowed by the laws and for the ~~o~~Objects ~~of the Company~~;

(l) to borrow or raise and give security for money so borrowed or raised upon all or any part of the property or assets of the ~~Company~~ Association necessary,

desirable or expedient for the ~~o~~Objects ~~of the Company~~;

(m) to establish, undertake and execute any trusts which are conducive to the ~~o~~Objects ~~of the Company~~; and

(n) to co-ordinate resources and assist in the implementation of the ~~o~~Objects ~~of the Company~~.

In furtherance of the ~~o~~Objects ~~of the Company~~ but not otherwise, the ~~Company~~ Association may:

(i) aid, assist and give relief in any manner and to any extent included in the absolute discretion of the Board ~~of Directors~~ to any charitable institution whose object or objects are similar to or comparable with the ~~o~~Objects ~~of this Company~~. PROVIDED always that notwithstanding anything heretofore contained, no grant or assistance shall be given in aid of any political organization and none of the assets or funds of the ~~Company~~ Association shall subscribe to any institutions which do not prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the ~~Company~~ Association under or by virtue of ~~A~~article 5 ~~here~~of Part A;

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(ii) conduct ~~–~~fund-raising ~~–~~activities, ~~–~~exhibitions, private ~~—~~or ~~–~~public, ~~–~~or appeals, ~~exhibitions,~~ issue publications, or otherwise as is from time to time necessary, desirable or expedient for the purpose of promoting public awareness and contribution to the funds of the Association;

(iii) accept any gift of property, whether real, personal or pecuniary and wheth~~–~~er or not subject to any trust, for any one or more of the ~~o~~Objects herein provided for;

(iv) co-operate and work with any individual, local or public authority or other body, company, ~~and~~ corporation or organization, enter into, make~~,~~ or perform~~,~~ any transaction, agreement or arrangement of every sort and kind that is conducive to any ~~o~~Objects ~~of the Company~~, and to obtain from any individual, government, authority, bod~~y~~ies, ~~C~~company, corporation or organization~~s~~ any rights, permits, privileges and concessions; and

(v) purchase, lease, exchange, or otherwise acquire any real and personal estate, and to sell, transfer, manage, lease, mortgage, charge, dispose of or otherwise deal with all or any part of the property of the ~~Company~~ Association as the Board ~~of Directors~~ may deem fit.

3. Members' Liabilities

The liability of the ~~m~~Members is limited.

4. Liabilities or Contributions of Members

Every ~~m~~Member ~~of the Company~~ undertakes to contribute to the assets of the ~~Company~~ Association in the event of its being wound up or dissolved while he is a ~~m~~Member, or within 1 year afterwards, for the payment of the debts and liabilities of the ~~Company~~ Association

contracted before he ceases to be a ~~m~~Member, and the costs, charges and expenses of winding up or dissolution, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding the sum of HK$20.00.

5. Use of Income and Property

(a) The income and property of the ~~Company~~Association~~,~~ howsoever derived shall be applied solely towards the promotion of the ~~o~~Objects ~~of the Company~~ as set out in these~~is~~ Articles ~~of Association~~.

(b) Subject to sub-clause (d) below, no portion of the income and ~~P~~property of the ~~Company~~ Association shall be paid or transferred directly or indirectly, by way of dividend,~~-~~ bonus, or otherwise howsoever, to the ~~m~~Members ~~of the Company~~.

(c) No Director or member of the ~~Board of Directors or~~ ~~g~~Governing ~~b~~Body ~~of the Company~~ shall be appointed to any salaried office of the ~~Company~~Association, or any office of the ~~Company~~ Association paid by fees and no remuneration or other benefit in money or money's worth (except ~~a~~ provided in sub-clause (d) below) shall be given by the ~~Company~~ Association to any Director or member of the ~~Board of Directors or g~~Governing ~~b~~Body.

~~(d)~~

~~(e)~~

~~(f)~~(d) Nothing herein shall prevent the payment, in good faith, by the ~~Company~~Association of:

~~(i)~~ out-of-pocket expenses reasonably and properly incurred for the Association to any Director or member of ~~its Board of Directors or~~ the ~~g~~Governing ~~b~~Body ~~of out of pocket expenses~~;

~~(ii)~~(i) ~~Cap 622 Victon - G㠭 mntcc HKSAD~~

~~(iii)~~ ~~of~~ interest on money lent by any Member, Director or member of the ~~Company or its Board of Directors or g~~Governing ~~b~~Body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by The Hongkong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;

~~(iv)~~(ii)

~~(v)~~ ~~of~~ reasonable and proper rent for premises demised or let by any Member, Director or member ~~of the Company or~~ of the ~~its Board of Directors or~~ ~~g~~Governing ~~b~~Body; and

~~(vi)~~(iii)

~~(vii)~~(iv) ~~of~~ remuneration or other benefit in money or money's worth to a body corporate in which a Member, Director or member of the ~~Company or of its Board of Directors or g~~Governing ~~b~~Body is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its registered capital or issued shares or controlling not more than a one-hundredth part of its vote.

~~(g)~~(e) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clause (d(iv)) above.

6. Application of Excess Property

If upon the winding up or dissolution of the ~~Company~~ Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the ~~m~~Members ~~of the Company~~ but ~~s~~hall ~~b~~e given or transferred to some other ~~c~~haritable institutions having objects similar to the ~~o~~Objects ~~of the Company~~, and which shall prohibit the distribution of its or their income and property amongst its or their ~~M~~members to an extent at least as great as is imposed on the ~~Company~~ Association under or by virtue of ~~A~~article 5 ~~here~~of Part A, such charitable institution or trust of a public character to be determined by the Board ~~of Directors~~ at or before the time of winding-up or dissolution, ~~,~~ or in default thereof, by such judge of the High Court of ~~the~~ Hong Kong ~~Special Administrative Region~~ as may have or acquire jurisdiction in the matter and if so far as effect cannot be given to the aforesaid provision, then to some charitable object.

7. Account and Record

Proper and sufficient ~~True~~ accounts shall be kept of the sums of money received and expended by the ~~Company~~Association, and the matters in respect of which such receipt and expenditure ~~t~~take place, and of the property, credits and liabilities of the ~~Company~~Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations of the ~~Company~~ Association for the time being, shall be open to the inspection of the Members. Once at least in every ~~,~~ financial ~~y~~ear, the financial statements ~~accounts~~ of the ~~Company~~ Association shall be examined and the correctness of the statement of financial position ~~balance sheet~~ ascertained by one or more authorized Auditor or Auditors.

8. Amendment of Articles of Association

No addition, alteration or amendment shall be made to or in the regulations contained in these Articles ~~of Association~~ for the time being in force, unless the same shall have been previously submitted to and approved by the Association ~~,~~ by at least three-fourths of the Members in a general meeting.

~~Cap 622 Vi,ton - 011,rnntee -HKSA~~~~I/WE, t~~The names of those persons in Hong Kong, ~~undersigned,~~ who wished to form a company and ~~wish to~~ adopt the articles of association ~~as attached~~ when incorporating the Association on 3 July 2015 ~~,~~("**Founder Members**") are as follows:

Name~~(s)~~ of Founder Members
(Sd.) SUM PAK KEI 沈 栢 基 *Personal information has been covered and proposed to be deleted.*
(Sd.) TSUNG KWOK CHUEN, JIM 宋 國 全 *Personal information has been covered and proposed to be deleted*
(Sd.) LI WING HONG 李 永 康 *Personal information has been covered and proposed to be deleted.*

(Sd.) CHING KWOK FUN 程國芬

Personal information has been covered and proposed to be deleted.

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Part 1

General

~~Interpretation~~

1. General

~~Interpretation~~

~~In these articles—~~

~~***alternate*** **（候補者）** ~~and~~ ***alternate director*** **（候補董事）** ~~mean a person appointed by a director as an alternate under article 26(1);~~

~~***appointor*** **（委任者）** ~~see article 26(1);~~

~~***articles*** **（本《章程細則》）** ~~means the articles of association of the Company;~~ ~~associated company **（有聯繫公司）** means—~~

~~a subsidiary of the Company;~~

~~a holding company of the Company; or~~

~~a subsidiary of such a holding company;~~

~~***mental incapacity*** **（精神上無行為能力）** ~~has the meaning given by section 2(1) of the Mental Health Ordinance (Cap. 136);~~

~~***mentally incapacitated person*** **（精神上無行為能力者）** ~~means a person who is found under the Mental Health Ordinance (Cap. 136) to be incapable, by reason of mental incapacity, of managing and administering his or her property and affairs;~~

~~***Ordinance*** **（《條例》）** ~~means the Companies Ordinance (Cap. 622);~~

~~***proxy notice*** **（代表通知書）** ~~see article 48(1).~~

~~other words or expressions used in these articles have the same meaning as in the Ordinance as in force on the date these articles become binding on the Company.~~

~~For the purposes of these articles, a document is authenticated if it is authenticated~~

~~in any way in which section 828(5) or 829(3) of the Ordinance provides for documents or information to be authenticated for the purposes of the Ordinance.~~The Association is committed to the fostering and implementation of good corporate governance practices and a sound ethical culture in strict compliance with the policies and procedures established or developed in the conduct of the business and activities of the Association and in the best interests of the Association and the Members as a whole so as to (i) suit the organisational structure, resource capability and operational needs of the Association; and (ii) enhance the accountability of the Board or the Governing Body, the Executive Committee and other committees.

Part 2
Directors and Company Secretary
Division 1-Directors' Powers and Responsibilities

2. **Directors' general authority**

(1) Subject to the Ordinance and these ~~a~~Articles, the operations and affairs of the ~~Company~~ Association are managed by the ~~d~~Directors~~,~~ who may exercise all the powers of the ~~Company~~Association.

(2) An alteration of these ~~a~~Articles does not ~~I~~invalidate any prior act of the ~~directors~~

Directors that would have been valid if the alteration had not been made.

(3) The powers given by this article are not limited by any other power given to the ~~directors~~ Directors by these ~~a~~Articles.

(4) A ~~d~~Directors' meeting at which a quorum is present may exercise all powers exercisable by the ~~d~~Directors.

3. Members' reserve power

(1) The ~~m~~Members may, by special resolution, direct the ~~directors~~ Directors to take, or refrain from taking, specified action.

(2) The special resolution does not invalidate anything that the ~~directors~~ Directors have done before the passing of the resolution.

4. Directors may delegate

(1) Subject to these ~~a~~Articles, the ~~directors~~ Directors may, if they think fit, delegate any of the powers that are conferred on them under these ~~a~~Articles-

(a) to any person or committee;

(b) by any means (including by power of attorney);

(c) to any extent and without territorial limit;

(d) in relation to any matter; and

(e) on any terms and conditions.

(2) If the ~~directors~~ Directors so specify, the delegation may authorize further delegation of the ~~d~~Directors' powers by any person to whom they are delegated

(3) The ~~directors~~ Directors may –

(a) revoke the delegation wholly or in part; or

(b) revoke or alter its terms and conditions.

5. Committees

(1) The ~~directors~~ Directors may make rules providing for the conduct of business of the Executive Committee and other committees to which they have delegated any of their powers.

(2) The Executive Committee and other committees must comply with the above rules and report their respective resolutions and discussions to the Board in a timely manner for consideration and approval.

Division 2 - Decision-taking by Directors

6. Directors to take decision collectively

A decision of the ~~directors~~ Directors may only be taken –

(a) by a simple majority of the ~~directors~~ Directors at a meeting; or

(b) in accordance with article 7 just below.

7. Unanimous decisions

(1) A decision of the ~~directors~~ Directors is taken in accordance with this article when all eligible ~~directors~~ Directors indicate to each other (either directly or indirectly) by any means that they share a common view on a matter.

(2) Such a decision may take the form of a resolution in writing, copies of which have

been signed by each eligible ~~d~~Director or to which each eligible ~~d~~Director has otherwise indicated agreement In writing.

(3) A reference in this article to eligible ~~directors~~ Directors is a reference to ~~directors~~ Directors who would have been entitled to vote on the matter if it had been proposed as a resolution at a ~~d~~Directors' meeting.

(4) A decision may not be taken in accordance with this article if the eligible ~~directors~~ Directors would not have formed a quorum at a ~~d~~Directors' meeting.

8. Calling ~~d~~Directors' meetings

(1) Any two ~~d~~Directors may call a ~~directors~~'Board meeting by giving notice of the meeting to the ~~directors~~ Directors or by authorizing the Company ~~s~~Secretary to give such notice.

(2) Notice of a ~~d~~Directors' meeting must indicate –

(a) its proposed date and time; and

(b) where it is to take place.

(3) Notice of a ~~d~~Directors' meeting must be given to each ~~d~~Director at least seven days before the meeting, but need not be in writing. Agenda and the discussion papers must be given to each Director at least three days before the meeting. In an emergency, a notice must be given not less than 48 hours before the meeting and the agenda and the discussion papers may be dispensed with. The Board may make amendments as necessary.

(4) The Board may hold meetings to deal with the Association's business whenever it deems fit, and it must meet at least once every six months. The Board may make amendments as necessary.

9. Participation in ~~d~~Directors' meetings

(1) Subject to these ~~a~~Articles, ~~directors~~ Directors participate in a ~~d~~Directors' meeting, or part of a ~~d~~Directors' meeting, when –

(a) the meeting has been called and takes place in accordance with these ~~a~~Articles; and

(b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

(2) In determining whether ~~directors~~ Directors are participating in a ~~d~~Directors' meeting, it is irrelevant where a ~~d~~Director is and how they communicate with each other.

(3) If all the ~~directors~~ Directors participating in a ~~d~~Directors' meeting are not in the same place, they may regard the meeting as taking place wherever any one of them is. For the avoidance of doubt, a Board meeting may be held by means of electronic or other communication facilities (including, without limiting the generality of the foregoing, by telephone or video-conferencing).

10. Quorum for ~~d~~Directors' meetings

(1) At a ~~d~~Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(2) The quorum for ~~d~~Directors' meetings may be fixed from time to time by a decision of the ~~d~~Directors, but it must be at least two~~4~~, and unless otherwise fixed it is more than half of the Directors.

11. Meetings if total number of ~~directors~~ Directors less than quorum

If the total number of ~~directors~~ Directors for the time being is less than the quorum required for ~~d~~Directors' meetings, the ~~directors~~ Directors must not take any decision other than a decision –

(a) to appoint further ~~d~~Directors; or

(b) to call a general meeting so as to enable the ~~m~~Members to appoint further ~~d~~Directors.

12. Chairing of ~~d~~Directors' meetings

The ~~directors~~ Directors present or participating may appoint a ~~d~~Director to chair their meeting~~s~~ and another Director to be responsible for taking the minutes.

~~The person appointed for the time being is known as the chairperson.~~

~~The directors may terminate the appointment of the chairperson at any time.~~

~~If the chairperson is not participating in a directors' meeting within 10 minutes of the time at which it was to start or is unwilling to chair the meeting, the participating directors may appoint one of themselves to chair it.~~

~~13.~~

~~14.~~13. Chairperson's casting vote at ~~d~~Directors' meetings

~~(1)~~ If the numbers of votes for and against a proposal are equal, the chairperson ~~or other director chairing the directors' meeting~~ has a casting vote.

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~~(1)~~

~~(3)~~ Paragraph (1) does not apply if, in accordance with these ~~a~~Articles, the chairperson ~~or other director~~ is not to be counted as participating in the decision-making process

~~(4)~~(2) for quorum or ~~voling~~voting purposes.

~~15.~~14. Alternates voting at ~~d~~Directors' meetings

A ~~d~~Director who is also an alternate ~~d~~Director has an additional vote on behalf of each appointor who –

(a) is not participating in a ~~d~~Directors' meeting; and

(b) would have been entitled to vote if he ~~or she~~ were participating in it.

~~16.~~15. Conflicts of interest

(1) This article applies if –

(a) a ~~d~~Director is in any way (directly or indirectly) interested in a transaction, arrangement or contract with the ~~Company~~ Association that is significant in relation to the Association~~Company~~'s operation; and

(b) the ~~d~~Director's interest is material.

(2) The ~~d~~Director must declare the nature and extent of the ~~d~~Director's interest to the other ~~directors~~ Directors in accordance with section 536 of the Ordinance.

(3) The ~~d~~Director and the ~~d~~Director's alternate must neither-

(a) vote in respect of the transaction, arrangement or contract in which the ~~d~~Director is so interested; nor

(b) be counted for quorum purposes in respect of the transaction, arrangement or contract.

(4) Paragraph (3) does not preclude the alternate from-

(a) voting in respect of the transaction, arrangement or contract on behalf of another appointor who does not have such an interest; and

(b) being counted for quorum purposes in respect of the transaction, arrangement or contract.

(5) If the ~~d~~Director or the ~~d~~Director's alternate contravenes paragraph (3)(a), the vote must not be counted.

(6) Paragraph (3) does not apply to –

(a) an arrangement for giving a ~~d~~Director any security or indemnity in respect of money lent by the ~~d~~Director to or obligations undertaken by the ~~d~~Director for the benefit of the Association~~Company~~;

(b) an arrangement for the ~~Company~~ Association to give any security to a third party in respect of a debt or obligation of the ~~Company~~ Association for which the ~~d~~Director has assumed responsibility wholly or in part under a guarantee or indemnity or by the deposit of a security; or

(c) Subject to ~~A~~article 5 of Part A, an arrangement under which benefits are made available to employees and directors or former employees and directors of the ~~Company~~ Association or any of its subsidiaries, which do not provide special benefits for ~~directors~~ Directors or former ~~d~~Directors.

(7) A reference in this article to a transaction, arrangement or contract includes a proposed transaction, arrangement or contract.

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~~17.~~16. Supplementary provisions as to conflicts of interest

(1) Subject to ~~A~~article 5 of Part A, a ~~d~~Director may hold any other office under the ~~Company~~ Association (other than the office of ~~a~~Auditor) in conjunction with the office of ~~d~~Director for a period and on terms that the ~~directors~~ Directors determine.

(2) A ~~d~~Director or intending ~~d~~Director is not disqualified by the office of ~~d~~Director from contracting with the Association~~Company~~ –

(a) with regard to the tenure of the other office mentioned in paragraph (1); or

(b) as vendor, purchaser or otherwise.

(3) The contract mentioned in paragraph (2) or any transaction, arrangement– or contract entered into by or on behalf of the ~~Company~~ Association in which any ~~d~~Director is in any way interested is not liable to be avoided.

(4) A ~~d~~Director who has entered into a contract mentioned in paragraph (2) or is interested in a transaction, arrangement or contract mentioned in paragraph (3) is not liable to account to the ~~Company~~ Association for any profit realized by the transaction,

arrangement or contract by reason of –

(a) the ~~d~~Director holding the office; or

(b) the fiduciary relation established by the office.

(5) Paragraph (1), (2), (3) or (4) only applies if the ~~d~~Director has declared the nature and extent of the ~~d~~Director's interest under the paragraph to the other ~~directors~~ Directors in accordance with section 536 of the Ordinance.

(6) A ~~d~~Director ~~of the Company~~ may be a director or other officer of, or be otherwise interested in –

(a) any company promoted by the Association~~Company~~; or

(b) any company in which the ~~Company~~ Association may be interested as shareholder or otherwise.

(7) Subject to the Ordinance, the ~~d~~Director is not accountable to the ~~Company~~Association for any remuneration or other benefits received by the ~~d~~Director as a director or officer of, or from the ~~d~~Director's interest in, the other company unless the ~~Company~~ Association otherwise directs.

~~18.~~17. Validity of acts of meeting of ~~d~~Directors

The acts of any meeting of ~~directors~~ Directors or of a committee of ~~directors~~ Directors or the acts of any person acting as a director are as valid as if the ~~directors~~ Directors or the person had been duly appointed as a ~~d~~Director and was qualified to be a ~~d~~Director, even if it is afterwards

discovered that —

(a) there was a defect in the appointment of any of the ~~directors~~ Directors or of the person acting as a ~~d~~Director;

(b) any one or more of them were not qualified to be a ~~d~~Director or were disqualified from being a ~~d~~Director;

(c) any one or more of them had ceased to hold office as a ~~d~~Director; or

(d) any one or more of them were not entitled to vote on the matter in question.

~~19.~~18. Record of decisions to be kept

The ~~directors~~ Directors must ensure that the ~~Company~~ Association keeps a written record of every decision taken by the ~~directors~~ Directors under article 6 of Part B for at least 10 years from the date of the decision.

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~~20.~~19. Directors' discretion to make further rules

Subject to these ~~a~~Articles, the ~~directors~~ Directors may make any rule that they think fit about—

(a) how they take decisions; and

(b) how the rules are to be recorded or communicated to ~~d~~Directors.

Division 3 - Appointment and Retirement of Directors

~~21.~~20. Appointment and retirement of ~~d~~Directors

(1) Subject to sub-section (4) just below, ~~A~~a person who is willing to act as a ~~d~~Director, and is permitted by law to do so, may be appointed to be a ~~d~~Director —

(a) by an ordinary resolution in Members' meeting; or

(b) by a decision of the ~~d~~Directors.

(2) Unless otherwise specified in the appointment and subject to article 20A(d) below [WU1], a ~~d~~Director appointed under paragraph (1)(a) holds office for an unlimited period of time.

(3) An appointment under paragraph (1)(b) may only be made, having regard to the Board's diversity, by a simple majority vote of the remaining Directors at a Board meeting called for such purpose, to —

(a) fill a casual vacancy; or

(b) appoint a ~~d~~Director as an addition to the existing ~~directors~~ Directors if the total number of ~~directors~~ Directors does not exceed the number fixed in accordance with these ~~a~~Articles.

(4) A ~~d~~Director appointed under paragraph (1)(b) must –

(a) retire from office at the ~~next~~ relevant ~~annual general meeting~~ AGM at which the Director who has vacated office following the appointment at the Members' meeting; or

(b) if the ~~Company~~ Association has dispensed with the holding of ~~annual general meetings~~AGM or is not required to hold annual general meetings, retire from office before the end of 9 months after the end of the Association~~Company~~'s relevant accounting reference period by reference to which the financial ~~financia~~ year in which the ~~d~~Director was appointed is to be determined.

20A. Number, Eligibility and Term of Office of Directors

(a) The number of members of the Board shall not be less than three but not more than [five]. The Board may make amendments as necessary.

(b) Except for the first Directors, candidates for directorship of the Association (with the exclusion of the retiring Directors) must be recommended in writing for election by (i) the Board; or (ii) at least [25%] of the Members eligible for voting.

(c) Directors must be at least 21 years old, hold a Hong Kong [permanent] identity card, meet the qualifications set by the Board and often assist in the promotion of the Association's affairs. The Board may make amendments as necessary.

~~(a)~~(d) The term of office of each Director is four (4) years. A retiring Director can stand for re-election. Whether or not a retiring Director (i) offers himself for re-election upon his retirement or (ii) is re-elected immediately after his retirement, he can be re-elected up to three (3) times. The Board may amend the term of office and the frequency of re-election of Directors as necessary.

For the avoidance of doubt, article 20A(d) does not have a retrospective effect and the term will be calculated as from the date of adoption of these Articles by the Members.

20B. Composition of the Board

(a) The Board may comprise the following members if circumstances permit but can be amended from time to time: a Chairman, a Secretary and a Treasurer and 2 other members.

(b) (b) Subject to article 20A(b) of Part B above, Members who wish to stand for election as Directors are required to complete an election form and submit it together with his resume to the Association in person or by post at least 28 days before the date fixed for the holding of the AGM.

(c) (c) Directors are elected by the eligible Members present in person or by proxy at or participating in the AGM. Each eligible voter will vote in the manner required by the Board. The Board may revise the voting procedures from time to time.

~~(a)~~(d) The elected Directors will elect amongst themselves the Chairman, Secretary and Treasurer, as well as, if circumstances permit, the Vice Chairmen based on their past service for the Association and their competency.

~~22.~~21. Retiring ~~d~~Director eligible for re-appointment

Subject to article 20(A)(d) above, ~~A~~a retiring D~~d~~irector is eligible for re-appointment to the office.

~~23.~~22. Composite resolution

(1) This article applies if proposals are under consideration concerning the appointment of 2 or more ~~directors~~ Directors to offices or employments with the ~~Company~~ Association or any other body corporate.

(2) The proposals may be divided and considered in relation to each ~~d~~Director separately.

(3) Each of the ~~directors~~ Directors concerned is entitled to vote (if the ~~d~~Director is not for another reason precluded from voting) and be counted in the quorum in respect of each resolution except that concerning the ~~d~~Director's own appointment.

~~24.~~23. Termination of ~~d~~Director's appointment

A person ceases to be a ~~d~~Director if he~~the person~~ –

(a) ceases to be a director under the Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter ~~.~~ 32 of the Laws of Hong Kong) or is prohibited from being a ~~d~~Director by law;

(b) becomes bankrupt or makes any arrangement or composition with the person's creditors generally;

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(c) becomes a mentally ~~menta ly~~ incapacitated person;

(d) resigns the office of ~~d~~Director by notice In writing of the resignation in accordance with section 464(5) of the Ordinance;

(e) for more than 6 consecutive months has been absent without the ~~d~~Directors' permission from ~~d~~Directors' meetings held during that period; ~~or~~

(f) is removed from the office of ~~d~~Director by an ordinary resolution passed at a Members' meeting of the Association~~Company;~~

(g) has passed away;

(h) has been convicted of a criminal offence by a court;

(i) directly or indirectly has interest in any transaction, arrangement or contract of the Association without disclosing his interest in accordance with applicable laws; or

~~(f)~~(j) is adjudged by the Board to have seriously damaged the reputation or general interest of the Association.

~~25.~~24. Directors' remuneration

No ~~d~~Director or member of the ~~g~~Governing ~~b~~Body ~~of the Company~~ shall be appointed to any salaried office of the Association~~Company~~, or any office of the ~~Company~~ Association paid by fees and no remuneration or other benefit in money or money's worth (subject to ~~A~~article 5 of Part A of these Articles) ~~shall~~ be given by the ~~Company~~ Association to any ~~d~~Director or any member of the Governing ~~b~~Body.

~~26.~~

~~27.~~

~~28.~~25. Directors' expenses

The ~~Company~~ Association may pay any travelling, accommodation and other expenses reasonably and properly incurred by the ~~directors~~ Directors in connection with –

(a) their attendance at –

(i) meetings of ~~directors~~ Directors or Board committees ~~of directors~~;

(ii) Members' ~~general~~ meetings; or

(iii) separate meetings of the holders of debentures of the Association~~Company~~; or

(b) the exercise of their powers and the discharge of their responsibilities in relation to the Association~~Company~~.

Division 4 - Alternate Directors

~~29.~~26. Appointment and removal of alternates

(1) A ~~d~~Director (the "**appointor**") may appoint as an alternate any other ~~d~~Director, or any other person approved by resolution of the ~~d~~Directors.

(2) An alternate may exercise the powers and carry out the responsibilities of the alternate's appointor, in relation to the taking of decisions by the ~~directors~~ Directors in the absence of the alternate's appointor.

(3) An appointment or removal of an alternate by the alternate's appointor must be effected-

(a) by notice to the Association~~Company~~; or

(b) in any other manner approved by the ~~d~~Directors.

(4) The notice must be authenticated by the appointor.

(5) The notice must-

(a) identify the proposed alternate; and

(b) if it is a notice of appointment, contain a statement authenticated by the proposed alternate indicating the proposed alternate's willingness to act as the alternate of the appointor.

(6) If an alternate is removed by resolution of the ~~d~~Directors, the ~~Company~~ Association must as soon as practicable give notice of the removal to the alternate's appointor.

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~~30.~~27. Rights and responsibilities of alternate ~~d~~Directors ~~Cnp622 Vid on- Gu ㅛ oleo HKSAD~~

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(1) An alternate ~~d~~Director has the same rights as the alternate's appointor in relation to any decision taken by the ~~directors~~ Directors under article 6 of Part B.

(2) Unless these ~~a~~Articles specify otherwise, alternate ~~directors~~ Directors are –

(a) ~~are~~ deemed for all purposes to be ~~d~~Directors;

(b) ~~are~~ liable for their own acts and omissions;

(c) ~~are~~ subject to the same restrictions as their appointors; and

(d) ~~are~~ deemed to be agents of or for their appointors.

(3) Subject to article 15(3) of Part B, a person who is an alternate ~~d~~Director but not a ~~d~~Director –

(a) may be counted as participating for determining whether a quorum is participating (but only if that person's appointor is not participating); and

(b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

(4) An alternate ~~d~~Director must not be counted or regarded as more than one ~~d~~Director for determining whether –

(a) a quorum is participating; or

(b) a ~~d~~Directors' written resolution is adopted.

(5) An alternate ~~d~~Director is not entitled to receive any remuneration from the ~~Company~~ Association for serving as an alternate ~~d~~Director.

~~31.~~28. Termination of alternate directorship

(1) An alternate ~~d~~Director's appointment as an alternate terminates –

(a) if the alternate's appointor revokes the appointment by notice to the ~~Company~~ Association in writing specifying when it is to terminate;

(b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a ~~d~~Director;

(c) on the death of the alternate's appointor; or

(d) when the alternate's appointor's appointment as a ~~d~~Director terminates.

(2) If the alternate was not a ~~d~~Director when appointed as an alternate, the alternate's appointment as an alternate terminates if –

(a) the approval under article 26(1) of Part B is withdrawn or revoked; or

(b) the ~~Company~~ Association by an ordinary resolution passed at a Members' ~~general~~ meeting terminates the appointment.

Division 5 - Directors' Indemnity and Insurance

~~32.~~29. Indemnity

(1) A ~~d~~Director or former ~~d~~Director ~~of the Company~~ may be indemnified out of the Company's assets against any liability incurred by the ~~d~~Director to a person other than the ~~Company~~ Association or an associated company ~~of the Company~~ in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the ~~Company~~Association.

(2) Paragraph (1) only applies if the indemnity does not cover-

(1) any liability of the ~~d~~Director to pay –

(i) a fine imposed in criminal proceedings; or

(ii) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or

(2) any liability incurred by the ~~d~~Director –

(i) ~~.~~ in defending criminal proceedings in which the ~~d~~Director is convicted;

(ii) in defending civil proceedings brought by the ~~Company~~Association, or an associated company ~~of the Company~~, in which judgment is given against the ~~d~~Director;

(iii) in defending civil proceedings brought on behalf of the ~~Company~~ Association by a member of the ~~Company~~Association or of an associated company ~~of the Company~~, in which judgment is given against the ~~d~~Director;

(iv) in defending civil proceedings brought on behalf of an ~~-~~ associated company ~~of the Company~~ by a member of the associated company or by a member of an associated company of the associated company, in which judgment is given against the ~~d~~Director; or

(v) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the ~~d~~Director relief.

(3) A reference in paragraph (2)(~~b~~2) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.

(4) For the purposes of paragraph (3), a conviction, judgment or refusal of relief –

(1) if not appealed against, becomes final at the end of the period for bringing an appeal; or

(2) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.

(5) For the purposes of paragraph (4)(~~b~~2), an appeal is disposed of if –

(1) it is determined, and the period for bringing any further appeal has ended; or

(2) it is abandoned or otherwise ceases to have effect.

~~33.~~30. Insurance

The ~~directors~~ Directors may decide to purchase and maintain insurance, at the expense of the ~~Company~~Association, for a ~~d~~Director ~~of the Company~~, against

(a) any liability to any person attaching to the ~~d~~Director in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the ~~Company~~Association; or

(b) any liability incurred by the ~~d~~Director in defending any proceedings (whether civil or criminal) taken against the ~~d~~Director for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Association~~Company~~.

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Division 6-Company Secretary

~~34.~~31. Appointment and removal of company ~~s~~Secretary

(1) Subject to ~~A~~article 5 of Part A, the ~~directors~~ Directors may appoint a ~~c~~Company ~~s~~Secretary for a term, at a remuneration and on conditions they think fit.

(2) The ~~directors~~ Directors may remove a ~~c~~Company ~~s~~Secretary appointed by them.

Part 3
Members
Division 1 - Becoming and Ceasing to be Member

~~35.~~32. Types of Members and ~~A~~application for membership

(1) There are three types of Members, namely Ordinary Members, Student Members and Permanent Members.

(a) **Ordinary Members**

Any person who;

(i) is 18 years old or above;

(ii) holds a valid Hong Kong identity card;

(iii) is a Hong Kong resident; and

(iv) has a good character (e.g. no criminal record)

can apply to become an Ordinary Member.

(b) **Student Members**

Any person who:

(i) is under the age of 25 studying for a full-time or day-time course provided by a university, vocational education institute or secondary/primary school or an institution of higher education in Hong Kong,

(ii) can submit proof of attendance at any one of the above educational institutions;

(iii) holds a valid Hong Kong identity card or birth certificate;

(iv) is a Hong Kong resident; and

(v) has a good character (e.g. no criminal record)

can apply to become a Student Member.

(c) **Permanent Members**

Any Member who;

(i) is 18 years old or above;

(ii) has renewed membership twice consecutively (i.e. having become a valid Members for four years);

(iii) holds a valid Hong Kong identity card;

(iv) is a Hong Kong resident; and

(vi) has a good character (e.g. no criminal record)

can apply to become a Permanent Member.

~~(1)~~(2) A person may become a ~~m~~Member ~~of the Company~~ only if –

(a) he ~~that person~~ has completed an application for membership in a form approved by the ~~d~~Directors from time to time;

~~(b)~~ and the ~~directors~~ Board has~~ve~~ approved the application.

(b)

Subject to the approval of the Association in Members' meeting, the Board may, when it thinks fit, create any class or classes of Members and determine the rights and benefits of such class or classes of Members.

The Board reserves the right to accept, reject or delay considering an application for membership without giving any reason for its decision. An Individual whose application for membership has been rejected must, within three days of the date of notification, write to the Association requesting for the provision of the reason(s) for rejection if he so wishes and must, within five days of the date of such provision by the Board, and upon paying an administrative fee determined by the Board, write to the Appeal Committee of the Association stating the ground(s) for appeal. The decision of the Appeal Committee shall be final and conclusive.

32A. Membership Fees

Members must pay the Association such annual subscription fees as prescribed by the Board from time to time. Fees paid are non-refundable.

An Ordinary Member and a Student Member must pay a subscription fee of HK$100 and HK$50, respectively every two years. A Permanent Member must pay a membership fee of HK$1,200 once.

Before the AGM in respect of each financial year of the Association, Members are required to renew their membership and pay the membership fees. If the membership fees are not paid, the Board may terminate their respective membership without prior notice and they cannot enjoy any membership rights. Membership can be reinstated only if they have paid all the outstanding fees and applied for renewal of membership within the grace period granted by the Board.

If Members renew their membership after the expiration date, their seniority will be recalculated.

32B. Members' Rights

Members aged 18 or above, who are Hong Kong permanent residents, have been Members for two consecutive years and have no criminal record can attend the Members' meetings and speak thereat. Only Deaf Members can vote at Members' meetings.

Members can participate in the competitions, training and activities organized by the

Association, and enjoy the benefits provided by the Association with revision from time to time.

The rights and benefits of any Member are non-transferable.

32C. Members' Obligations

All Members are required to:

(1) pay membership fees in accordance with article 32A above;

(2) comply with these Articles and other rules, regulations, codes or orders approved and implemented by the Board from time to time; and

(3) endeavor to promote, enhance and maintain the reputation and interests of the Association.

~~36.~~33. Termination of membership

(1) A ~~m~~Member may withdraw from membership of the ~~Company~~ Association by giving at least 7 days' notice to the ~~Company~~ Association in writing.

(2) Membership is not transferable.

(3) A person's membership terminates automatically when that person dies ~~or ceases to exist~~.

A person's membership may be revoked upon the approval of the Board, and any membership fee paid will not be refunded if he:

(a) fails to comply with these Articles, any rules, regulations, codes or orders of the Association;

(b) does any act, deed or thing which interferes with the affairs or interests of the Association;

(c) engages in any misconduct that is prejudicial to the interests or objects of the Association;

(d) has been convicted of a criminal offence by a court;

(e) is declared bankrupt by the High Court of Hong Kong and makes any arrangement or composition with his creditors generally;

(f) becomes mentally incapacitated; or

(g) fails to pay the annual subscription fees to the Association in accordance with article 32A above.

Division 2 - 0rganization of General Meetings

~~37.~~34. General meetings

(1) Subject to sections 611, 612 and 613 of the Ordinance, the ~~Company~~ Association must, in respect of each financial year of the Company, hold a general meeting as ~~its annua~~ ~~general meeting~~ the AGM in accordance with section 610 of the Ordinance.

(2) Three~~The~~ ~~d~~Directors may, if they think fit, call a general meeting.

(3) If the ~~d~~Directors are required to call a general meeting under section 566 of the Ordinance, they must call it in accordance with section 567 of the Ordinance.

(4) If the ~~d~~Directors do not call a general meeting in accordance with section 567 of the Ordinance, the ~~m~~Members who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting in accordance with section 568 of the Ordinance.

~~38.~~35. Notice of general meetings

(1) An ~~annual general meeting~~AGM must be called by notice of at least 21 days in writing.

(2) A general meeting other than an ~~annual general meeting~~AGM must be called by notice of at least 14 days in writing.

(3) The notice is exclusive of —

(a) the day on which it is served or deemed to be served; and

(b) the day for which it is given.

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(4) The notice must –

(a) specify the date and time of the meeting;

(b) specify the place of the meeting (and if the meeting is to be held in 2 or more places, the principal place of the meeting and the other place or places of the meeting);

(c) state the general nature of the business to be dealt with at the meeting;

(d) for a notice calling an ~~annual general meeting~~AGM, state that the meeting is an ~~annual general meeting~~AGM;

(e) if a resolution (whether or not a special resolution) is intended to be moved at the meeting –

(i) include notice of the resolution; and

(ii) include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;

if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and

(f) contain a statement specifying a ~~m~~Member's right to appoint a proxy under section 596(1) of the Ordinance.

(5) Paragraph (4)(e5) does not apply in relation to a resolution of which-

(a) notice has been included in the notice of the meeting under section 567(3) or 568(2) of the Ordinance; or

(b) notice has been given under section 615 of the Ordinance.

(6) Despite the fact that a general meeting Is called by shorter notice than that specified in this article, it is regarded as having been duly called if it is so agreed-

(a) for an ~~annual general meeting~~AGM, by all the ~~m~~Members entitled to attend and vote at the meeting; and

(b) in any other case, by a majority in number of the ~~m~~Members entitled to attend and vote at the meeting, being a majority together representing at least 95% of the total voting right at the meeting of all the ~~m~~Members.

~~39.~~36. Persons entitled to receive notice of general meetings

(1) Notice of a general meeting must be given to —

(a) every eligible ~~m~~Member; and

(b) every ~~d~~Director.

(2) If notice of a general meeting or any other document relating to the meeting is required to be given to a ~~m~~Member, the ~~Company~~ Association must give a copy of it to ~~its~~the ~~a~~Auditor (If more than one ~~a~~Auditor, to every one of them) at the same time as the notice or the other document is given to the ~~m~~Member.

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~~40.~~37. Accidental omission to give notice of general meetings

Any accidental omission to give notice of a general meeting to, or any non-receipt of notice of a general meeting by, any person entitled to receive notice does not invalidate the proceedings at the meeting.

~~41.~~38. Attendance and speaking at general meetings

(1) A person is able to exercise the right to speak at a general meeting when the person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions that the person has on the business of the meeting.

(2) A person is able to exercise the right to vote at a general meeting when—

(a) the person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) the person's vote can be taken into account in determining whether or not those resolutions are passed at the same time as the votes of all the other persons attending the meeting.

(3) The ~~d~~Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a general meeting, it is immaterial whether any 2 or more ~~m~~Members attending it are in the same place as each other.

(5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have rights to speak and vote at the meeting, they are able to exercise them.

~~42.~~39. Quorum for general meetings

(1) Twenty-five ~~Two m~~Members present or participating in person or by proxy constitute a quorum at a general meeting.

(2) No business other than the appointment of the chairperson of the meeting ~~i~~to be transacted at a general meeting if the persons attending it do not constitute a quorum.

~~43.~~40. Chairing general meetings

(1) If the chairperson (if any) of the ~~b~~Board ~~of directors~~ is present at or participating in a general meeting and is willing to preside as chairperson at the meeting, the meeting is to be presided over by him ~~or her~~.

(2) The ~~directors~~ Directors present at or participating in a general meeting must elect one of themselves to be the chairperson if –

(a) there is no chairperson of the ~~b~~Board ~~of directors~~;

(b) the chairperson is not present or participating within 15 minutes after the time appointed for holding the meeting;

(c) the chairperson is unwilling to act; or

(d) the chairperson has given notice to the ~~Company~~ Association of the intention not to attend the meeting.

(3) The ~~m~~Members present at or participating in a general meeting must elect one of themselves to be the chairperson if –

(a) no dDirector is willing to act as chairperson; or

(b) no dDirector is present or participating within 15 minutes after the lime appointed for holding the meeting.

(4) A proxy may be elected to be the chairperson of a general meeting by an ordinary resolution of the Company Association passed at the meeting.

44.41. Attendance and speaking by non-mMembers

(1) Directors may attend and speak at general meetings, whether or not they are mMembers of the Company.

(2) The chairperson of a general meeting may permit other persons to attend and speak at a general meeting even though they are not —

(a) mMembers of the Company; or

(b) otherwise entitled to exercise the rights of mMembers in relation to general meetings.

45.42. Adjournment

(1) If a quorum is not present or participating within half an hour from the time appointed for holding a general meeting, the meeting must –

(a) if called on the request of mMembers, be dissolved; or

(b) in any other case, be adjourned to the same day in the next week, at the same lime and place, or to another day and at another time and place that the directors Directors determine.

(2) If at the adjourned meeting, a quorum is not present / participating within half an hour from the time appointed for holding the meeting, the mMember or mMembers present / participating in person or by proxy constitute a quorum.

(3) The chairperson may adjourn a general meeting at which a quorum is present if —

(a) the meeting consents to an adjournment; or

(b) it appears to the chairperson that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

(4) The chairperson must adjourn a general meeting if directed to do so by the meeting.

(5) When adjourning a general meeting, the chairperson must specify the date, time and place to which it is adjourned.

(6) Only the business left unfinished at the general meeting may be transacted at the adjourned meeting.,

(7) If a general meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting.

(8) If a general meeting is adjourned for less than 30 days, it is not necessary to give any notice of the adjourned meeting.

Division 3-Voting atGeneral Meetings

46.43. General rules on voting

(1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

(2) If there is an equality of votes, whether on a show of hands or on a pollп, the

chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, is entitled to a second or casting vote.

(3) On a vote on a resolution on a show of hands at a general meeting, a declaration by the chairperson that the resolution –

(a) has or has not been passed; or

(b) has passed by a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution unless there is a manifest error.

(4) An entry in respect of the declaration in the minutes of the meeting is also conclusive evidence of that fact without the proof.

~~47.~~44. Errors and disputes

(1) Any objection to the qualification of any person voting at a general meeting may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and a vote not disallowed at the meeting is valid.

(2) Any objection must be referred to the chairperson of the meeting whose decision is final.

~~48.~~45. Demanding a poll

(1) A poll on a resolution may be demanded –

(a) in advance of the general meeting where it is to be put to the vote; or

(b) at a general meeting, either before or on the declaration of the result of a show of hands on that resolution.

(2) A poll on a resolution may be demanded by –

(a) the chairperson of the meeting;

(b) at least 2 ~~m~~Members present in person or by proxy; or

(c) any ~~m~~Member or ~~m~~Members present in person or by proxy and representing at least 5% of the total voting rights of all the ~~m~~Members having the right to vote at the meeting.

(3) The instrument appointing a proxy is regarded as conferring authority to demand or join in demanding a poll on a resolution.

(4) A demand for a poll on a resolution may be withdrawn.

~~49.~~46. Number of votes a ~~m~~Member has

On a vote on a resolution, whether on a show of hands at a general meeting or on a poll taken at a general meeting –

(a) every ~~m~~Member present in person / participating has 1 vote; and

(b) every proxy present / participating who has been duly appointed by a ~~m~~Member entitled to vote on the resolution has 1 vote.

~~50.~~47. Votes of mentally incapacitated ~~m~~Members

(1) A ~~m~~Member who is a mentally incapacitated person may vote, whether on a show of hands or on a poll, by the ~~m~~Member's committee, receiver, guardian or other person in the nature of a committee, receiver or guardian appointed by the Court. ~~Cap622Victo" - Gum ntc o .HKSAD~~

(2) The committee, receiver, guardian or other person may vote by proxy on a show of

hands or on a poll.

~~51.~~48. Content of proxy notices

(1) A proxy may only validly be appointed by a notice in writing **(**the "**proxy notice"**)** that –

(a) states the name and address of the ~~m~~Member appointing the proxy;

(b) identifies the person appointed to be that ~~m~~Member's proxy and the general meeting in relation to which that person is appointed;

(c) is authenticated, or is signed on behalf of the ~~m~~Member appointing the proxy; and

(d) is delivered to the ~~Company~~ Association in accordance with these ~~a~~Articles and any instructions contained in the notice of the genera meeting in relation to which the proxy is appointed.

(2) The ~~Company~~ Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) If the ~~Company~~ Association requires or allows a proxy notice to be delivered to it in electronic form, it may require the delivery to be properly protected by a security arrangement it specifies.

(4) A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted al a general meeting.

(5) Unless a proxy notice indicates otherwise, it must be regarded as –

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting; and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

~~52.~~49. Execution of appointment of proxy on behalf of ~~m~~Member appointing the proxy

If a proxy notice is not authenticated, it must be accompanied by written evidence of the authority of the person who executed the appointment to execute it on behalf of the ~~m~~Member appointing the proxy.

~~53.~~50. Delivery of proxy notice and notice revoking appointment of proxy

(1) A proxy notice does not take effect unless it is received by the ~~Company~~Association –

(a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

(2) An appointment under a proxy notice may be revoked by delivering to the ~~Company~~ Association notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking the appointment only takes effect if it is received by the ~~Company~~Association –

(a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

~~54.~~51. ~~m~~Member's voting in person on proxy's authority

(1) A proxy's authority in relation to a resolution is to be regarded as revoked if the ~~m~~Member who has appointed the proxy –

(a) attends in person the general meeting at which the resolution is to be decided; and

(b) exercises, in relation to the resolution, the voting right that the ~~m~~Member is entitled to exercise.

(2) A ~~m~~Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice has been delivered to the ~~Company~~ Association by or on behalf of the ~~m~~Member.

~~55.~~52. Effect of proxy votes in case of death, mental incapacity, etc. of ~~m~~Member appointing the proxy

(1) A vote given in accordance with the terms of a proxy notice is valid despite –

(a) the previous death or mental incapacity of the ~~m~~Member appointing the proxy; or

(b) the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy is executed.

(2) Paragraph (1) does not apply if notice in writing of the death, mental incapacity or revocation is received by the Association~~Company~~ –

(a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and

(b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

~~56.~~53. Amendments to proposed resolutions

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if –

(a) notice of the proposed amendment is given to the Company ~~s~~Secretary in writing; and

(b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

(2) The notice must be given by a person entitled to vote at the general meeting at which it is to be proposed at least 48 hours before the meeting is to take place (or a later time the chairperson of the meeting determines).

(3) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if –

(a) the chairperson of the meeting proposes the amendment at the meeting at which the special resolution is to be proposed; and

(b) the amendment merely corrects a grammatical or other non-substantive error in the special resolution.

(4) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.

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Part 4
Miscellaneous Provisions
Division 1 - Communications to and by ~~Company~~Association

~~57.~~54. Means of communication to be used

~~(1)~~ Subject to these ~~a~~Articles, anything sent or supplied by or to the ~~Company~~ Association under these ~~a~~Articles may be sent or supplied in any way in which Part 18 of the Ordinance provides for documents or information to be sent or supplied by or to the ~~Company~~ Association for the purposes of the

~~(2)~~(1) Ordinance.

~~(3)~~(2) Subject to these ~~a~~Articles, any notice or document to be sent or supplied to a ~~d~~Director in connection with the taking of decisions by ~~directors~~ Directors may also be sent or supplied by the means by which that ~~d~~Director has asked to be sent or supplied with such a notice or document for the time being.

~~(4)~~(3) A ~~d~~Director may agree with the ~~Company~~ Association that notices or documents sent to that ~~d~~Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Division 2 - Administrative Arrangements

~~58.~~55. Com~~pany~~mon seals

(1) A common seal may only be used by the authority of the ~~d~~Directors.

(2) A common seal must be a metallic seal having the ~~Company~~Association's name engraved on it in legible form.

(3) Subject to paragraph (2), the ~~directors~~ Directors may decide by what means and in what form a common sea| is to be used.

(4) Unless otherwise decided by the ~~d~~Directors, if the ~~Company~~ Association has a common seal and it is affixed to a document, the document must also be signed by at least 1 ~~d~~Director ~~of the Company~~ and 1 authorized person.

(5) For the purposes of this article, an authorized person is –

(a) any ~~d~~Director ~~of the Company~~;

(b) the Company ~~s~~Secretary; or

(c) any person authorized by the ~~directors~~ Directors for signing documents to which the common seal is applied,

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~~59.~~56. No right to inspect accounts and other records

A person is not entitled to inspect any of the ~~Company~~Association's accounting or other records or documents merely because of being a ~~m~~Member, unless the person is authorized to do so by –

(a) an enactment;

(b) an order under section 740 of the Ordinance;

(c) the ~~d~~Directors; or

(d) an ordinary resolution of the ~~Company~~Association.

~~60.~~57. Auditor's insurance

(1) The ~~d~~Directors may decide to purchase and maintain insurance, at the expense of the ~~Company~~Association, for an ~~a~~Auditor ~~of the Company~~, against –

(a) any liability to any person attaching to the ~~a~~Auditor in connection with any negligence, default, breach of duty or breach of trust (except for fraud) occurring in the course of performance of the duties of an ~~a~~Auditor in relation to the ~~Company~~Association; or

(b) any liability incurred by the ~~a~~Auditor in defending any proceedings (whether

civil or criminal) taken against the ~~a~~Auditor for any ~~ahy~~ negligence, default, breach of duty or breach of trust (including fraud) occurring in the course of performance of the duties of ~~a~~Auditor in relation to the ~~Company~~Association.

(2) In this article, a reference to performance of the duties of ~~a~~Auditor – includes the performance of the duties specified in section 415(6)(a) and (b) of the Ordinance.

Division 3 - Others

~~61.~~

58. Others

All matters not specially provided by the Articles shall be left to the decision of the Board whose ruling shall be final and conclusive.

59. Interpretation

Any question as to the interpretation of these Articles shall be left to the Board whose decision on any point shall be final and binding on all the persons or clubs, organisations, institution, bodies or associations affected.

60. Anti-Doping

The Anti-Doping Rules promulgated by The Sports Federation & Olympic Committee of Hong Kong, China and/or Hong Kong Anti-Doping Committee (as the case may be) from time to time shall be incorporated into these Articles and any person(s), club(s) as well as organisation(s), institution(s), body(ies) or association(s) (whether Members or not) taking part in any of the activities of the Association or in any activities with which the Association may be associated or affiliated, who/which act(s) in breach thereof, shall be subject to discipline as imposed by the Board as it deems fit and proper.

61. Anti-Corruption and Code of Conduct

Each of the Directors or members of the Governing Body, Executive Committees and other committees, as well as the officers, staff and employees of the Association should enhance his integrity awareness and make himself familiarise with the spirit, code and legislation of the Prevention of Bribery Ordinance, Chapter 201 of the Laws of Hong Kong in relation to (i) anti-corruption; and (ii) non-acceptance from, and prohibition from offer to, persons with whom they have official dealings of advantage (other than token gifts) and entertainment. They should also safeguard their core functions against the risks of nepotism and other malpractices.

The Board should from time to time make reference to and consider for adoption the appropriate recommended principles, standards and practices set out in, amongst others, the following of the "Best Practice Reference for Governance of National Sports Associations (the "**NSAs**") issued by the Independent Commission Against Corruption of Hong Kong.: (i) Sample: Code of Conduct for NSA Board Members; and (ii) Sample: Code of Conduct for Employees of NSAs.