
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

If you have sold or transferred all your securities in Get Nice Holdings Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser or the transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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GET NICE HOLDINGS LIMITED

結好控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0064)

**PROPOSALS FOR (A) GENERAL MANDATES
TO ISSUE SHARES AND TO REPURCHASE SHARES;
(B) ADOPTION OF THE NEW SHARE OPTION SCHEME;
(C) PROPOSED ADOPTION OF NEW MEMORANDUM
AND ARTICLES OF ASSOCIATION;
(D) RE-ELECTION OF RETIRING DIRECTORS AND CONTINUOUS
APPOINTMENT OF AN INDEPENDENT NON-EXECUTIVE DIRECTOR
WHO HAS SERVED FOR MORE THAN NINE YEARS; AND
(E) NOTICE OF ANNUAL GENERAL MEETING**

A notice convening the annual general meeting (the “**Annual General Meeting**”) of Get Nice Holdings Limited (the “**Company**”) to be held at 3/F., Cosco Tower, Grand Millennium Plaza, 183 Queen’s Road Central, Hong Kong on Thursday, 25 August 2022 at 11:00 a.m. is set out on pages 62 to 67 of this circular.

A form of proxy for use at the Annual General Meeting is enclosed with this circular. Whether or not you intend to attend the Annual General Meeting, you are requested to complete the form of proxy in accordance with the instructions printed thereon and return it to the Company’s branch share registrar and transfer office in Hong Kong, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong (if the form of proxy will be deposited before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the form of proxy will be deposited on or after 15 August 2022) as soon as possible and in any event not later than 48 hours before the time appointed for holding the Annual General Meeting or any adjourned meeting thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the Annual General Meeting or any adjourned meeting if you so wish.

IMPORTANT NOTES

In light of the ongoing Novel Coronavirus (COVID-19) pandemic, the Company will implement the following precautionary measures at the Annual General Meeting to protect attending Shareholders, staff and stakeholders from the risk of infection:

- (i) compulsory body temperature checks, hand sterilisation and health declaration
- (ii) compulsory wearing of a surgical face mask for each attendee
- (iii) no distribution of corporate gift or refreshment
- (iv) appropriate seating arrangement in line with the relevant laws and regulations in Hong Kong

The Company reminds Shareholders that they may appoint the chairman of the Annual General Meeting as their proxy to vote on the relevant resolution(s) at the Annual General Meeting as an alternative to attending the Annual General Meeting in person.

Any person who does not comply with the precautionary measures or is subject to any Hong Kong Government prescribed quarantine may be denied entry into the meeting venue.

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DEFINITIONS

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

“Adoption Date”	the date on which the New Share Option Scheme is conditionally adopted by the Shareholders at the Annual General Meeting
“Annual General Meeting”	the annual general meeting of the Company to be held at 3/F., Cosco Tower, Grand Millennium Plaza, 183 Queen’s Road Central, Hong Kong on, Thursday, 25 August 2022 at 11:00 a.m.
“Articles of Association”	the existing amended and restated articles of association of the Company adopted by a special resolution of the Company passed on 24 August 2016
“associated company”	has the meaning ascribed to it under Takeovers Code
“Board”	the board of Directors
“close associate(s)”	has the same meaning ascribed to it under the Listing Rules
“Company”	Get Nice Holdings Limited (結好控股有限公司), a company incorporated in the Cayman Islands with limited liability and the Shares of which are listed on the main board of the Stock Exchange (Stock Code: 64)
“core connected person”	has the same meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Eligible Participant(s)”	means (i) any executive director, or employee (whether full time or part time) of the Company, any Subsidiary or any associated company; (ii) any non-executive director (including independent non-executive directors) of the Company, any Subsidiary or any associated company; and (iii) any such other persons (including but not limited to supplier, customer, consultant, adviser, contractor, business partner or service provider of the Company or its Subsidiary or any associated company) who in the absolute discretion of the Board has contributed or will contribute to the Group
“Existing Share Option Scheme”	the share option scheme adopted by the Company on 24 August 2012 with a valid period of ten (10) years commencing on 24 August 2012

DEFINITIONS

“General Mandate”	the general unconditional mandate proposed to be granted to the Board at the Annual General Meeting to allot, issue and deal with Shares of not exceeding 20% of the total number of issued Shares as at the date of passing the relevant resolution at the Annual General Meeting
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Latest Practicable Date”	15 July 2022, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Committee”	has the meaning ascribed to it under the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Memorandum and Articles of Association”	the Memorandum and Articles of Association
“Memorandum” or “Memorandum of Association”	the existing amended and restated memorandum of association of the Company adopted by a special resolution of the Company passed on 23 January 2001
“New Memorandum and Articles of Association”	the amended and restated memorandum and articles of association of the Company proposed to be adopted by the Shareholders at the Annual General Meeting
“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 expiry, under the New Share Option Scheme
“Ordinary Resolution(s)”	the proposed ordinary resolution(s) as referred to in the notice of the Annual General Meeting
“Repurchase Mandate”	the general unconditional mandate proposed to be granted by the Shareholders to the Directors to repurchase Shares not exceeding 10% of the total number of issued Shares as at the date of passing the relevant resolution at the Annual General Meeting
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)

DEFINITIONS

“Share(s)”	ordinary share(s) of HK\$0.10 each in the capital of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary”	a company which is for the time being and from time to time a subsidiary (within the meaning of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong)) of the Company, whether incorporated in Hong Kong or elsewhere
“Takeovers Code”	The Codes on Takeovers and Mergers and Share Buy-backs approved by the Securities and Futures Commission as amended from time to time
“%”	per cent

LETTER FROM THE BOARD



GET NICE HOLDINGS LIMITED

結好控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0064)

Executive Directors:

Hung Hon Man (*Chairman*)

Cham Wai Ho, Anthony (*Deputy Chairman*)

Kam, Eddie Shing Cheuk (*Chief Executive Officer*)

Independent Non-executive Directors:

Siu Hi Lam, Alick

Man Kong Yui

Sun Ka Ziang, Henry

Registered Office:

Second Floor

Century Yard

Cricket Square

P.O. Box 902

Grand Cayman KY1-1103

Cayman Islands

Principal place of business

in Hong Kong:

G/F – 3/F

Cosco Tower

Grand Millennium Plaza

183 Queen's Road Central

Hong Kong

21 July 2022

To the Shareholders

Dear Sir/Madam,

**PROPOSALS FOR (A) GENERAL MANDATES
TO ISSUE SHARES AND TO REPURCHASE SHARES;
(B) ADOPTION OF THE NEW SHARE OPTION SCHEME;
(C) PROPOSED ADOPTION OF NEW MEMORANDUM
AND ARTICLES OF ASSOCIATION;
(D) RE-ELECTION OF RETIRING DIRECTORS AND CONTINUOUS
APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR WHO
HAS SERVED FOR MORE THAN NINE YEARS; AND
(E) NOTICE OF ANNUAL GENERAL MEETING**

LETTER FROM THE BOARD

1. INTRODUCTION

The purpose of this circular is to provide you with information regarding the following proposals to be put forward at the Annual General Meeting for your consideration and if thought fit, approval of, (i) the General Mandate and the Repurchase Mandate; (ii) the proposed adoption of the New Share Option Scheme; (iii) the proposed adoption of the New Memorandum and Articles of Association; and (iv) the re-election of retiring Directors and continuous appointment of an independent non-executive Director who has served for more than nine years; and to give you the notice of Annual General Meeting.

2. GENERAL MANDATES TO REPURCHASE AND ISSUE SHARES

At the Annual General Meeting, Ordinary Resolutions will be proposed: (i) to grant the Directors authority to repurchase the fully-paid Shares of up to 10% of the total number of the issued Shares as at the date of passing of the Ordinary Resolution of the Repurchase Mandate; (ii) to grant a general mandate to the Directors to allot, issue and otherwise deal with Shares not exceeding 20% of the total number of the issued share capital of the Company as at the date of passing of the Ordinary Resolution of the General Mandate in order to increase the flexibility for raising capital to facilitate expansion plan of the Company as the Directors consider appropriate; and (iii) to extend the General Mandate by the addition of an amount representing the aggregate number of Shares repurchased by the Company pursuant to the Repurchase Mandate.

As at the Latest Practicable Date, the issued share capital of the Company was HK\$966,270,593.80 comprising 9,662,705,938 fully paid Shares. Subject to the passing of the Ordinary Resolution for approving the General Mandate at the Annual General Meeting and on the basis that no further Shares will be allotted and issued or repurchased from the Latest Practicable Date to the date of the Annual General Meeting, the Company would be allowed under the General Mandate to issue a maximum of 1,932,541,187 Shares during the period in which the General Mandate remains in force.

Assuming that there is no change in the issued share capital of the Company between the period from the Latest Practicable Date and the date of the Annual General Meeting, the maximum number of Shares which may be repurchased pursuant to the Repurchase Mandate as at the date of the Annual General Meeting will be 966,270,593 Shares, representing 10% of the total number of issued Shares of the Company as at the Latest Practicable Date.

The Directors believe that it is in the best interests of the Company and the Shareholders to continue to have a general authority from the Shareholders to enable the Directors to repurchase Shares on the market. Such repurchases may, depending on the market conditions and funding arrangements at the relevant time, lead to an enhancement of the net asset value per Share and its earnings per Share and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders as a whole.

LETTER FROM THE BOARD

The Repurchase Mandate and the General Mandate would expire at the earliest of: (a) the conclusion of the next annual general meeting of the Company; or (b) the expiration of the period within which the next annual general meeting of the Company is required by the Articles of Association or by any applicable law or the Companies Law to be held; or (c) when revoked or varied by ordinary resolution(s) of the Shareholders in a general meeting prior to the next annual general meeting of the Company.

Under the Listing Rules, the Company is required to give to its Shareholders all information which is reasonably necessary to enable Shareholders to make an informed decision as to whether to vote for or against the resolution in respect of the Repurchase Mandate at the Annual General Meeting. An explanatory statement on the Repurchase Mandate is set out in the Appendix I to this circular.

3. OUTSTANDING OPTIONS GRANTED UNDER THE EXISTING SHARE OPTION SCHEME

As at the Latest Practicable Date, there is no outstanding Options granted under the Existing Share Option Scheme.

At an annual general meeting of the Company held on 21 August 2019, the limit on grant of Options under the Existing Share Option Scheme was refreshed and approved by the Shareholders such that the total number of Shares which may fall to be issued upon exercise of Options to be granted under the Existing Share Option Scheme must not exceed 966,270,593 Shares (“**Existing Share Scheme Mandate**”, representing approximately 10% of the issued share capital of the Company as at 21 August 2019). As at the Latest Practicable Date, there is no Option granted under the Existing Share Scheme Mandate. The Board has also no present intention to grant any Options pursuant to the Existing Share Scheme Mandate to the Eligible Participants as at the Latest Practicable Date and up to the expiry of the Existing Share Option Scheme.

Save for the definition of Eligible Participant which includes employees/directors of “associated company” in the New Share Option Scheme instead of “any entity the Group had equity interest” in the Existing Share Option Scheme, there is no material difference in the terms of the Existing Share Option Scheme and the New Share Option Scheme.

4. PROPOSED ADOPTION OF NEW SHARE OPTION SCHEME

Having taken into account that the Existing Share Option Scheme shall expire on 23 August 2022, the Board proposes to adopt the New Share Option Scheme which complies with Chapter 17 of the Listing Rules.

The purpose of the New Share Option Scheme is to provide an incentive for the Eligible Participants to work with commitment towards enhancing the value of the Company and its Shares for the benefit of its Shareholders and to retain and attract employees and working partners whose contributions are or may be beneficial to the growth and development of the Group.

LETTER FROM THE BOARD

The Eligible Participants include suppliers, customers, consultants, advisers, contractors, business partners and service providers (the “**Non-Employee Participants**”) who, in the absolute discretion of the Board, will or have contributed to the Group on a continuing or recurring basis in its ordinary and usual course of business which are material to the long-term growth of the Group. The Board considers that the grant of Options to these Non-Employee Participants will offer incentives for (i) advisers, consultants, contractors and service providers to provide better services to the Group (for example in terms of special skills or technical knowledge to fill any void experienced by the Group) and offer discounted fees payable by the Group; (ii) suppliers to offer more economic, quality and priority supplies to the Group; (iii) customers to maximise the demand of the Group’s services and increase loyalty to the Group; and (iv) business partners to encourage them to devote their best efforts to the success of projects we are interested in, thereby optimising performance efficiency and benefiting the long-term growth of the Group.

In assessing the eligibility of the Non-Employee Participants, the Board will consider whether the Non-Employee Participants will or have contributed to the Group on a continuing or recurring basis in its ordinary and usual course of business which are material to the long-term growth of the Group. Such assessment will be based on various factors including but not limited to (i) the length of engagement and/or business relationship with the Group; (ii) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group or new business with high potential growth); (iii) track record in the quality of services provided to and/or cooperation with the Group; and (iv) the scale of business dealings with the Group with regard to factors such as the actual or expected change in the Group’s revenue or profits which is or may be attributable to the Non-Employee Participants.

The Company had granted a total of 289,800,000 Options to three Eligible Participants under the Existing Share Option Scheme on 16 January 2019, and there were no options which were granted under the Existing Share Option Scheme that remained outstanding as at the Latest Practicable Date. All these grantees are the then consultants/business partners for a new project in Japan in which the Group considered having great potential. These grantees had worked closely with the relevant members of the Group and played a significant role in executing the project by offering their special skills or technical knowledge in areas that the Company lacked expertise, thereby contributing to the potential growth and development of the business of the Group. The Company considered that by granting Options to these grantees and thereby providing them with the opportunity to become shareholders of the Company, they will be more committed to the success of both the project and the Group as their compensation will hinge on the Company’s performance and thus could provide more incentives to them to motivate their contribution to the Group. This is in line with the purpose of the Existing Share Option Scheme to provide incentives or rewards for their contributions to the Group to eligible persons, and thereby promoting the success of the business of the Group.

The rules of the New Share Option Scheme provide that the Company may specify the Eligible Participants to whom Options shall be granted, the number of Shares subject to each Option and the date on which the Options shall be granted. The basis for determining the subscription price is also specified precisely in the rules of the New Share Option Scheme. There is no performance target specified in the New Share Option Scheme. The Directors consider that the aforesaid criteria and rules will serve to preserve the value of the Company and encourage Eligible Participants to acquire proprietary interests in the Company.

LETTER FROM THE BOARD

As at the Latest Practicable Date, the total number of Shares in issue was 9,662,705,938. Assuming no further Shares are issued during the period from Latest Practicable Date and the Adoption Date, the number of Shares in issue as at the date passing the Ordinary Resolution will be 9,662,705,938 and therefore 966,270,593 Shares may fall to be allotted and issued under New Share Option Scheme, if adopted, representing 10% of the existing issued Shares.

The Directors consider that it is not appropriate to state the value of all Options that can be granted pursuant to 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 but are not limited to the subscription price, exercise period and lock-up period (if any), and predetermined performance target (if any). The Directors believe that any calculation of the value of the Options as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to Shareholders.

None of the Directors is trustee of the New Share Option Scheme or has a direct or indirect interest in the trustee. With respect to the operation of the New Share Option Scheme, the Company will, where applicable, comply with the relevant requirements under Chapter 17 of the Listing Rules.

The adoption of the New Share Option Scheme is conditional upon (i) the passing of the necessary ordinary resolution to adopt the New Share Option Scheme by the Shareholders at the Annual General Meeting; and (ii) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Shares (representing a maximum of 10% of the Shares in issue as at the Approval Date) which may fall to be issued pursuant to the exercise of Options under the New Share Option Scheme.

Application will be made by the Company to the Stock Exchange for the listing of, and permission to deal in, the new Shares to be issued by the Company (representing a maximum of 10% of the Shares in issue as at the Approval Date) which may fall to be issued pursuant to the exercise of Options under the New Share Option Scheme.

A summary of the principal terms of the rules of New Share Option Scheme which is proposed to be approved and adopted by the Company at the Annual General Meeting is set out in the Appendix IV to this circular on pages 50 to 61. A copy of the rules of the New Share Option Scheme will be published on the websites of the Stock Exchange (<http://www.hkexnews.hk>) and the Company (<http://www.getnice.com.hk>) from 8 August 2022 (being a date not less than 14 days before the date of the Annual General Meeting) and up to and including the date of the Annual General Meeting and adjournment thereof (as the case may be), and will also be available for inspection at the Annual General Meeting.

LETTER FROM THE BOARD

5. PROPOSED ADOPTION OF THE NEW MEMORANDUM AND ARTICLES OF ASSOCIATION

Pursuant to the Consultation Conclusions on Listing Regime for Overseas Issuers published by the Stock Exchange in November 2021, the Listing Rules have been amended with effect from 1 January 2022 which requires, among others, listed issuers to adopt a uniform set of 14 “Core Standards” for shareholder protections for issuers. As such, the Board proposes to amend the Memorandum and Articles of Association for the purposes of, among others, (i) bringing the Articles of Association in line with amendments made to Appendix 3 to the Listing Rules and the applicable laws of the Cayman Islands; (ii) providing flexibility to the Company in relation to the conduct of general meetings; (iii) providing flexibility to the Company in relation to dividend distribution; and (iv) making other consequential and housekeeping changes.

Details of the proposed amendments to the existing Memorandum and Articles of Association (marked-up against the existing Memorandum and Articles of Association) are set out in Appendix III to this circular. The new Memorandum and Articles of Association is written in English. There is no official Chinese translation in respect thereof. Therefore, the Chinese version of the new Memorandum and Articles of Association is purely a translation only. Should there be any discrepancy, the English version shall prevail.

The Company has been advised by its legal advisers that the proposed amendments to the Memorandum and Articles of Association conform with the requirements of Appendix 3 to the Listing Rules and do not contravene the laws of the Cayman Islands, respectively. The Company also confirms that there is nothing unusual about the proposed amendments to the Memorandum and Articles of Association for a company listed on the Stock Exchange.

The proposed adoption of the New Memorandum and Articles of Association is subject to the passing of a special resolution at the Annual General Meeting.

6. RE-ELECTION OF RETIRING DIRECTORS AND CONTINUOUS APPOINTMENT OF AN INDEPENDENT NON-EXECUTIVE DIRECTOR WHO HAS SERVED FOR MORE THAN NINE YEARS

In accordance with the Listing Rules and provision 108 of the Articles of Association, Mr. Cham Wai Ho, Anthony will retire as executive Director by rotation, and Mr. Man Kong Yui, who has been an independent non-executive Director for over nine years, will retire as independent non-executive Director by rotation, and they, being eligible, offer themselves for re-election.

Information of the retiring Directors and continuous appointment of an independent non-executive Director who has served for more than nine years proposed to be re-elected at the Annual General Meeting is set out in Appendix II hereto.

LETTER FROM THE BOARD

7. ANNUAL GENERAL MEETING

The notice convening the Annual General Meeting is set out on pages 62 to 67 of this circular.

To the best of the Director's knowledge, information and belief, after having made all reasonable enquiries, no Shareholder is required to abstain from voting on the resolutions to be proposed at the Annual General Meeting. The Board confirms that to the best of their knowledge, information and belief after having made all reasonable enquiries, as at the Latest Practicable Date, there was no voting trust or other agreement or arrangement or understanding (other than an outright sale) entered into by or binding upon any Shareholder and there was no obligation or entitlement of any Shareholder whereby he has or may have temporarily or permanently passed control over the exercise of the voting right in respect of his Shares to a third party, either generally or on a case-by-case basis.

8. CLOSURE OF REGISTER OF MEMBERS

The register of members of the Company will be closed from Monday, 22 August 2022 to Thursday, 25 August 2022 (both dates inclusive), for the purpose of determining the entitlements of the Shareholders to attend and vote at the Annual General Meeting. No transfer of the Shares may be registered during this period. In order to be qualified to attend and vote at the Annual General Meeting, all transfers accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (if the transfer will be lodged before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the transfer will be lodged on or after 15 August 2022) not later than 4:30 p.m. on Friday, 19 August 2022.

The register of members of the Company will be closed from Thursday, 1 September 2022 to Friday, 2 September 2022 (both dates inclusive), for the purpose of determining the entitlements of the Shareholders to the proposed final dividend upon passing of the relevant resolution. No transfer of the Shares may be registered during this period. In order to be qualified for the proposed final dividend, all transfers accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (if the transfer will be lodged before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the transfer will be lodged on or after 15 August 2022) not later than 4:30 p.m. on Wednesday, 31 August 2022.

9. PROXY ARRANGEMENT

A form of proxy for use at the Annual General Meeting is enclosed with the annual report of the Company for the year ended 31 March 2022 which has been dispatched together with this circular. If you are not able to attend and/or vote at the Annual General Meeting in person, you are requested to complete the form of proxy in accordance with the instructions printed thereon and return the same to the branch share registrar and transfer office of the Company in Hong Kong, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (if the form of proxy will be deposited before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the form of proxy will be deposited on or after 15 August 2022) as soon as possible and in any event not less than 48 hours before the time appointed for holding the Annual General Meeting or any adjourned meeting thereof (as the case may be). Completion and delivery of the form of proxy will not preclude you from attending and voting at the Annual General Meeting or any adjourned meeting thereof (as the case may be).

LETTER FROM THE BOARD

10. VOTING BY WAY OF POLL

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, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. Accordingly, all votes at the Annual General Meeting will be taken by poll and the Company will announce the results of the poll in the manner prescribed under Rule 13.39(5) of the Listing Rules.

11. 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 Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief 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.

12. RECOMMENDATION

The Directors believe that the proposed resolutions for general mandates to repurchase and to issue Shares, the re-election of retiring Directors and continuous appointment of an independent non-executive Director who has served for more than nine years, the proposed adoption of the New Share Option Scheme and the proposed adoption of the New Memorandum and Articles of Association in the notice of Annual General Meeting are all in the best interests of the Company as well as the Shareholders as a whole. Accordingly, the Directors recommend all the Shareholders to vote in favour of the said resolutions to be presented at the Annual General Meeting.

In response to the current situation of the novel coronavirus infection in Hong Kong, Shareholders are strongly encouraged to consider appointing chairman of the Annual General Meeting as their proxy to vote on the resolutions set out in the notice of Annual General Meeting for them to reduce the risk of contracting the novel coronavirus at the Annual General Meeting.

Yours faithfully,
For and on behalf of
Get Nice Holdings Limited
Hung Hon Man
Chairman

This is the explanatory statement required by the Listing Rules to provide the requisite information to you for your consideration of the Repurchase Mandate.

I. SHARE CAPITAL

As at the Latest Practicable Date, the issued share capital of the Company comprised 9,662,705,938 Shares.

Subject to the passing of the Ordinary Resolution in relation to the Repurchase Mandate and on the basis that no further Shares are issued or repurchased prior to the Annual General Meeting, the Company would be allowed under the Repurchase Mandate to repurchase a maximum of 966,270,593 fully paid-up Shares representing not more than 10% of the total number of issued Shares as at the date of passing of such Ordinary Resolution.

II. FUNDING OF REPURCHASES

In repurchasing the Shares, the Company may only apply funds legally available for such purpose in accordance with its Memorandum and Articles of Association and the applicable laws of the Cayman Islands.

It is envisaged that the funds required for any repurchase of Shares would be derived from the capital paid up on the Shares being repurchased and from the distributable profits of the Company.

There might be material adverse impact on the working capital or gearing position of the Company (as compared to the position as at 31 March 2022, the date to which the most recent audited accounts of the Company were made up) in the event that repurchases of Shares under the Repurchase Mandate were to be carried out in full during the period of the Repurchase Mandate. The Directors do not propose to exercise the Repurchase Mandate to such 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.

III. REASON FOR REPURCHASES

The Directors believe that it is in the best interests of the Company and the Shareholders to seek a general authority from the Shareholders to enable the Directors to repurchase Shares in the market. Such repurchases may, depending on the market conditions and funding arrangements at the relevant time, lead to an enhancement of the net assets and/or earnings per Share. The number of Shares to be repurchased on any occasion and the price and other terms upon which the same are repurchased will be decided by the Directors at the relevant time having regard to the circumstances then prevailing.

IV. SHARES REPURCHASES MADE BY THE COMPANY

The Company had not repurchased any Shares (whether on the Stock Exchange or otherwise) in the six months preceding the Latest Practicable Date.

V. SHARE PRICES

During each of the previous twelve months including the Latest Practicable Date, the highest and lowest price per Share traded on the Stock Exchange were as follows:

Month	Price per Share	
	Highest <i>HK\$</i>	Lowest <i>HK\$</i>
2021		
July	0.188	0.174
August	0.181	0.172
September	0.177	0.168
October	0.170	0.163
November	0.170	0.161
December	0.166	0.156
2022		
January	0.168	0.159
February	0.164	0.158
March	0.158	0.144
April	0.155	0.149
May	0.156	0.148
June	0.160	0.151
July until the Latest Practicable Date	0.162	0.153

VI. UNDERTAKING

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

None of the Directors or, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates has any present intention, in the event that the Repurchase Mandate is approved by the Shareholders, to sell any Shares or other securities to the Company or its subsidiaries.

No core connected person has notified the Company that he/she has a present intention to sell any securities to the Company nor has any such core connected person undertaken not to sell any of the securities held by him/her to the Company, in the event that the Repurchase Mandate is approved by the Shareholders.

VII. TAKEOVERS CODE AND MINIMUM PUBLIC HOLDING

If a Shareholder's proportionate interest in the voting rights of the Company increases as a result of a share repurchase, such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. As a result, a Shareholder, or a group of Shareholders acting in concert, depending on the level of increase in the Shareholder's interests, could 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, Mr. Hung Hon Man through a wholly-owned company, Honeylink Agents Limited, held approximately 62.38% of the issued share capital of the Company. In the event that the Directors exercise the Repurchase Mandate (if the Repurchase Mandate is approved in the Annual General Meeting) in full to repurchase Shares in accordance with the terms of the Ordinary Resolution to be proposed at the Annual General Meeting, the shareholdings of Mr. Hung Hon Man, the executive Director, together with his respective associates in the Company would be increased to approximately 69.31%. The Directors believe that such increase would not give rise to an obligation to make a mandatory offer under Rule 26 of the Takeovers Code.

Assuming there is no alteration to the issued share capital of the Company between the Latest Practicable Date and the date of the Annual General Meeting, an exercise of the Repurchase Mandate (if the Repurchase Mandate is approved in the Annual General Meeting) whether in whole or in part will not result in less than 25% of the Shares being held by the public.

INFORMATION ON RETIRING DIRECTORS

The following is the information, as at the Latest Practicable Date, on the retiring Directors proposed to be re-elected at the Annual General Meeting and required to be disclosed pursuant to the Listing Rules.

Mr. Cham Wai Ho, Anthony, aged 76, is the executive Director and deputy chairman of the Company. He is responsible for the formulation of corporate strategy and future direction of the Group. Mr. Cham is also responsible for overseeing the money lending business, property development and investment of the Group. Mr. Cham possesses over 53 years of experience in the banking, financial, securities and real estate industries. Before joining the Group in September 1991, he held senior executive positions in various international banks.

Mr. Cham entered into a service agreement with the Company for an initial term of three years commencing on 1 April 2002 and will continue thereafter unless and until terminated by either party by giving not less than three months' prior notice in writing to the other. He receives a monthly salary of HK\$32,640 and does not receive any remuneration relating to his appointment as an executive Director.

Mr. Cham has no relationship with any Directors, senior management, substantial or controlling shareholders of the Company. Save as disclosed above, Mr. Cham did not hold any other directorship in any public companies the securities of which are listed on any securities market in Hong Kong or overseas in the three years prior to the Latest Practicable Date.

As at the Latest Practicable Date, Mr. Cham did not have any interest in the Shares and/or option of the Company within the meaning of Part XV of the SFO.

Save as disclosed above, there are no other matters concerning Mr. Cham that are required to be brought to the attention of the Shareholders, nor is there other information that is required to be disclosed pursuant to the requirements of Rule 13.51(2) of the Listing Rules.

Mr. Man Kong Yui, aged 62, was appointed as an independent non-executive Director on 3 October 2005. He holds a Bachelor's Degree in Business Administration from the Chinese University of Hong Kong. Mr. Man has been involved in the financial and securities industries for over 42 years and has extensive experience in bullion, securities, futures and foreign exchange business. He has held various senior positions with prominent banks and international financial institutions and listed companies in Hong Kong. Mr. Man is currently an independent non-executive director of TradeGo FinTech Limited (stock code: 8017), a company whose shares are listed on GEM of the Stock Exchange.

There is no service contract entered into by Mr. Man with the Company and no fixed or proposed length of service with the Company, but he is subject to retirement by rotation and re-election at the annual general meeting of the Company in accordance with the Articles of Association. Mr. Man is entitled to receive a director's fee payment of HK\$120,000 per annum, which is determined by the Board from time to time with reference to his duties and responsibilities with the Company and the prevailing market conditions. Mr. Man has no relationship with any Directors, senior management, substantial Shareholder or controlling Shareholder of the Company.

Save as disclosed above, Mr. Man did not hold any other directorship in any public companies the securities of which are listed on any securities market in Hong Kong or overseas in the three years prior to the Latest Practicable Date.

As at the Latest Practicable Date, Mr. Man did not have any interest in the Shares and/or option of the Company within the meaning of Part XV of the SFO.

Mr. Man has given a confirmation of his independence to the Company pursuant to Rule 3.13 of the Listing Rules. The Board has reviewed and assessed the independence of Mr. Man in accordance with each factor set out in Rule 3.13(1) to (8) of the Listing Rules and the Board considers Mr. Man to be independent.

Save as disclosed above, there are no other matters concerning Mr. Man that are required to be brought to the attention of the Shareholders, nor is there other information that is required to be disclosed pursuant to the requirements of Rule 13.51(2) of the Listing Rules.

**CONTINUOUS APPOINTMENT OF INDEPENDENT NON-EXECUTIVE DIRECTOR WHO HAS
SERVED MORE THAN NINE YEARS**

According to code provision B.2.3 of the Corporate Governance Code as set out in Appendix 14 to the Listing Rules, if an independent non-executive Director has served for more than nine years, any further appointment of such independent non-executive Director should be subject to a separate resolution to be approved by the Shareholders.

The Board is of the view that Mr. Man meets the independence guidelines set out in Rule 3.13 of the Listing Rules and maintains his independence in accordance with the terms of the guidelines despite that he has served the Board for more than nine years. During his tenure as independent non-executive Director, he has made positive contributions to the Company's strategy, policies and performance with his independent advice, comments, judgment from the perspective of his background coupled with his general understanding of business of the Group. Mr. Man has not engaged in any executive management of the Group. In view of Mr. Man's extensive experience in the finance field, the Board believes that he is capable of providing constructive contributions and objective view to the Board. After careful consideration, the Board is of that view that Mr. Man will continue to demonstrate strong independence in judgement and that his position outside the Company will not affect him in maintaining his current role in, and his functions and responsibilities for, the Company. Therefore, the Board considers that Mr. Man is still independent and should be re-elected. The re-appointment of Mr. Man at the Annual General Meeting will be in accordance with the relevant provision as set out in the Corporate Governance Code in Appendix 14 to the Listing Rules, which requires, inter alia, the approval of a separate resolution by Shareholders.

**APPENDIX III PROPOSED AMENDMENTS TO THE MEMORANDUM
AND ARTICLES OF ASSOCIATION**

Details of the proposed amendments to the Memorandum and Articles of Association are set out as follows:

Clause No.	Proposed amendments (showing changes to the existing Memorandum of Association)
Memorandum of Association	<p>THE COMPANIES LAW (2000 REVISION)ACT (REVISED) EXEMPTED COMPANY LIMITED BY SHARES</p> <p><u>AMENDED AND RESTATED</u> MEMORANDUM OF ASSOCIATION OF Get Nice Holdings Limited 結好控股有限公司 (Adopted by special resolution passed on 25 August 2022)</p>
2.	The Registered Office of the Company shall be at the offices of <u>Tricor Services (Cayman Islands) Limited</u> Codan Trust Company (Cayman) Limited , <u>Second Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands</u> P.O. Box 2681 GT, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies , or at such other place as the Directors may from time to time <u>decide</u> .
3.	Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation: (a) to act and to perform all the functions of a holding company in all its branches and to co-ordinate the policies, administration, management, supervision, control, research, planning, trading and any other activities of any subsidiary or affiliated company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary or affiliated company is now or may become a <u>membershareholder</u> or which are now or may become in any manner associated with or controlled directly or indirectly by the Company.
4.	Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of The Companies Law (2000 Revision) <u>Act (Revised)</u> .
7.	The liability of each <u>membershareholder</u> is limited to the amount from time to time unpaid on such <u>member'sshareholder's</u> shares.

8. The share capital of the Company is HK\$3,000,000,000 divided into 30,000,000,000 shares of a nominal or par value of HK\$0.10 each, with power for the Company insofar as is permitted by law to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law ~~(2000 Revision)~~ Act (Revised) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether stated to be preference or otherwise shall be subject to the powers hereinbefore contained.

**APPENDIX III PROPOSED AMENDMENTS TO THE MEMORANDUM
AND ARTICLES OF ASSOCIATION**

**Article No. Proposed amendments
(showing changes to the existing Articles of Association)**

Cover page

“A”

**AMENDED AND RESTATED
ARTICLES OF ASSOCIATION**

OF

**GET NICE HOLDINGS LIMITED
結好控股有限公司**

**(Adopted by special resolution passed on 25 August 2022)
~~(adopted by a written resolution passed by all the
shareholders of the Company on 16 May 2002)~~**

**Name: Hung Hon Man
Title: Chairman and Director**

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Articles of Association **~~THE COMPANIES LAW, CHAPTER 22
(LAW 3 OF 1961, AS CONSOLIDATED
AND REVISED) ACT (AS REVISED)~~
EXEMPTED COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED
ARTICLES OF ASSOCIATION**

OF

**GET NICE HOLDINGS LIMITED
結好控股有限公司**

(Adopted by special resolution passed on 25 August 2022)

1. (A) The regulations contained or incorporated in Table A of the Schedule to the Companies Law Act, Chapter 22 (Law 3 of 1961, as consolidated and revised) shall not apply to this Company.

~~“associates”, in relation to any Director, shall have the same meaning ascribed to it under the rules, regulations or codes of the stock exchange in the Relevant Territory.~~

“announcement” shall mean an official publication of a Notice or document of the Company, including a publication, subject to and to such extent permitted by the Listing Rules, by electronic communication or by advertisement published in the newspapers or in such manner or means ascribed and permitted by the Listing Rules and applicable laws;

“business day” shall mean a day on which the Designated Stock Exchange generally is open for the business of dealing in securities in Hong Kong. For the avoidance of doubt, where the Designated Stock Exchange is closed for the business of dealing in securities in Hong Kong on a business day for the reason of a Number 8 or higher Typhoon Signal, Black Rainstorm Warning or other similar event, such day shall for the purposes of these Articles be counted as a business day;

“clear days” in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“close associate” in relation to any Director, shall have the same meaning as defined in the Listing Rules as modified from time to time, except that for purposes of Article 100 where the transaction or arrangement to be approved by the Board is a connected transaction referred to in the Listing Rules, it shall have the same meaning as that ascribed to “associate” in the Listing Rules;

“the Companies Law Act” shall mean The Companies Law Act, Chapter 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands, as amended from time to time;

“Companies Ordinance” the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) as amended, supplemented and modified from time to time;

“Designated Stock Exchange” a stock exchange in respect of which the shares of the Company are listed or quoted and where such stock exchange deems such listing or quotation to be the primary listing or quotation of the shares of the Company;

“electronic communication” shall mean a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other electron magnetic means in any form through any medium;

“electronic means” include sending or otherwise making available to the intended recipients of the communication an electronic communication;

“electronic meeting” shall mean a general meeting held and conducted wholly and exclusively by virtual attendance and participation by shareholders and/or proxies by means of electronic facilities;

“hybrid meeting” shall mean a general meeting convened for the (i) physical attendance by shareholders and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by shareholders and/or proxies by means of electronic facilities;

“Listing Rules” shall mean rules of the Designated Stock Exchange;

“Meeting Location” has the meaning given to it in Article 71A;

“notice” shall mean written notice unless otherwise specifically stated and as further defined in these Articles;

“physical meeting” shall mean a general meeting held and conducted by physical attendance and participation by shareholders and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;

“Principal Meeting Place” shall have the meaning given to it in Article 65;

“Relevant Period” shall mean the period commencing from the date on which any of the securities of the Company become listed on a stock exchange in the Relevant Territory with the consent of the Company to and including the date immediately before the day on which none of the securities are so listed (and so that if at any time ~~listing~~ trading of any such securities is suspended, they shall nevertheless be treated, for the purpose of this definition, as listed);

“Statutes” shall mean the Companies Law Act and every other act, order regulation or other instrument having statutory effect (as amended from time to time) for the time being in force in the Cayman Islands applying to or affecting the Company, the Memorandum of Association and/or these presents;

“writing” or “printing” shall include writing, printing, lithography, photography, typewriting and every other mode of representing words or figures in a legible and non-transitory form, and including where the representation takes the form of electronic display, provided that the same is available for download onto a user’s computer or for printing through conventional small office equipment or is placed on the Company’s website and, in each case, the shareholder concerned (where the relevant provision of these Articles require the delivery or service of any document or notice on him in his capacity as shareholder) has elected for the receipt of the relevant download or notice through electronic means and both the mode of service of the relevant document or notice and the ~~member’s~~ shareholder’s election comply with all applicable laws and regulations and the requirements of the stock exchange of the Relevant Territory.

1. (B) In these Articles, unless there be something in the subject or context inconsistent herewith:
- (i) words denoting the singular shall include the plural and words denoting the plural shall include the singular;
 - (ii) words importing any gender shall include every gender and words importing persons shall include partnerships, firms, companies and corporations;
 - (iii) subject to the foregoing provisions of this Article, any words or expressions defined in the Companies Law Act (except any statutory modification thereof not in force when these Articles become binding on the Company) shall bear the same meaning in these Articles, save that “company” shall where the context permits include any company incorporated in the Cayman Islands or elsewhere; ~~and~~
 - (iv) references to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force;
 - (v) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or notice and the shareholder’s election comply with all applicable Statutes, rules and regulations;
 - (vi) references to a document (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;
 - (vii) Section 8 and Section 19 of the Electronic Transactions Act (Revised) of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles;
 - (viii) a reference to a meeting shall mean a meeting convened and held in any manner permitted by these Articles and any shareholder or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;

(viiiix) references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of general meeting shall be construed accordingly;

(ixx) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise); and

(xi) where a shareholder is a corporation, any reference in these Articles to a shareholder shall, where the context requires, refer to a duly authorised representative of such shareholder.

1. (C) At all times during the Relevant Period (but not otherwise) a resolution shall be a Special Resolution when it has been passed by a majority of not less than three-fourths of the votes cast by such shareholders as, being entitled so to do, vote in person or by proxy or, in the cases of shareholders which are corporations, by their respective duly authorised representatives at a general meeting held in accordance with these Articles of which ~~not less than 21 days' n~~Notice, specifying (without prejudice to the power contained in these presents to amend the same) the intention to propose the resolution as a special resolution, has been duly given in accordance with Article 65. ~~Provided that, except in the case of an annual general meeting if it is so agreed by a majority in number of the shareholders having a right to attend and vote at any such meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right (or, in the case of an annual general meeting, by all shareholders of the Company), a resolution may be proposed and passed as a Special Resolution at a meeting of which less than 21 days' notice has been given.~~

1. (D) A resolution shall be an Ordinary Resolution when it has been passed by a simple majority of the votes cast by such shareholders as, being entitled so to do, vote in person or, in the case of any shareholder being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy or at a general meeting ~~held in accordance with these presents and of which not less than 14 days' notice has been duly given.~~ of which Notice has been duly given in accordance with Article 65.

2. Without prejudice to any other requirements of the Statutes and subject to Article 13, a Special Resolution shall be required to alter the memorandum of association of the Company, to approve any amendment of these ~~presents~~Articles or to change the name of the Company.

5. (A) If at any time the capital is divided into different classes of shares, all or any of the rights attached to any class (unless otherwise provided for by the terms of issue of the shares of that class) may, subject to the provisions of the Companies LawAct, be varied or abrogated either (i) with the consent in writing of the holders of ~~not less than~~ at least three-fourths ~~in nominal value~~ of the voting rights of the issued ~~shares~~ Shares of that class or (ii) with the ~~sanction~~ approval of a ~~Special Resolution~~ passed by at least three-fourths of the votes cast by the holders of the Shares of that class present and voting in person or by proxy at a separate ~~general~~ meeting of the ~~such holder of the shares of that class~~. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum (~~other than at an adjourned meeting~~) shall be ~~not less than two persons holding~~ (or, in the case of a shareholder being a corporation, by its duly authorised representative) holding or representing by proxy at least one-third in nominal value of the issued shares of that class; ~~that the quorum for any meeting adjourned for want of quorum shall be two shareholders present in person (or, in the case of a shareholder being a corporation, by its duly authorised representative) or by proxy (whatever the number of shares held by them).~~ and that any every holder of shares of the class present in person or by proxy may demand a poll shall be entitled to one vote for every such share held by him.
- 6A. The authorised share capital of the Company on the date of the adoption of these Articles is HK\$3,000,000,000 consisting of 30,000,000,000 shares of HK\$0.1 each.
11. (A) All unissued shares and other securities of the Company shall be at the disposal of the Directors and they may offer, allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons, at such times, for such consideration and generally on such terms (subject to Article 9) as they in their absolute discretion think fit, but so that no shares shall be issued at a discount. The Directors shall, as regards any offer or allotment of shares, comply with the provisions of the Companies LawAct, if and so far as such provisions may be applicable thereto.
12. (A) The Company may at any time pay commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the conditions and requirements of the Companies LawAct shall be observed and complied with, and in each case the commission shall not exceed ten per cent. of the price at which the shares are issued.
- (B) If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable within a period of one year, the Company may pay interest on so much of that share capital as is for the time being paid up for the period and, subject to any conditions and restrictions mentioned in the Companies LawAct, may charge the sum so paid by way of interest to capital as part of the cost of construction of the works or buildings, or the provision of the plant.

13. (iv) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of the Companies LawAct, and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares;
17. (A) The Directors shall cause to be kept the Register and there shall be entered therein the particulars required under the Companies LawAct.
- (B) Subject to the provisions of the Companies LawAct, if the Directors consider it necessary or appropriate, the Company may establish and maintain a local or branch register of shareholders at such location 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 principal or a branch register of shareholders in Hong Kong.
- (C) During the Relevant Period (except when the Register is closed in accordance with the Companies Ordinance), any shareholder may inspect during business hours any Register maintained in Hong Kong without charge and require the provision to him of copies or extracts thereof in all respects as if the Company were incorporated under and were subject to the Companies Ordinance. ~~For so long as any part of the share capital of the Company is listed on a stock exchange in Hong Kong, any member may inspect the principal register or branch register of the Company maintained in Hong Kong without charge and require the provision to him of copies or extracts thereof in all respects as if the Company were incorporated under and subject to the Companies Ordinance (Cap/ 32 of the Laws of Hong Kong).~~
- (D) The Register may be closed in accordance with the terms equivalent to section 632 of the Companies Ordinance at such time or for such period not exceeding in the whole 30 days in each year as the Board may determine (or such longer period as the shareholders may by Ordinary Resolution determine, provided that such period shall not be extended beyond 60 days in any year).
39. Subject to the Companies LawAct, all transfers of shares shall be effected by transfer in writing in the usual or common form or in such other form as the Directors may accept or (during the Relevant Period) in such standard form of transfer as shall be prescribed by the stock exchange in the Relevant Territory on which any of the securities of the Company are listed and may be under hand only 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 means of execution as the Directors may approve from time to time.
41. (C) Notwithstanding anything contained in this Article, the Company shall as soon as practicable and on a regular basis record in the principal register all transfers of shares effected on any branch register and shall at all times maintain the principal register and all branch registers in all respects in accordance with the Companies LawAct.

47. The registration of transfers may be suspended and the register closed, on giving notice by announcement or by electronic communication or by advertisement in the Newspapers, at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares, provided that the register shall not be closed for periods exceeding in the whole thirty days in any year. The period of thirty days may be extended in respect of any year if approved by the shareholders by ordinary resolution.
62. At all times during the Relevant Period (but not otherwise) the Company shall in each financial year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notice calling it; ~~and not more than fifteen months (or such longer period as may be permitted by the rules of the stock exchange on which any securities of the Company are listed with the permission of the Company) 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 within six months after the end of the Company's financial year (unless a longer period would not infringe the Listing Rules, if any) and in the Relevant Territory or elsewhere as may be determined by the Directors and at such time and place as the Directors shall appoint. A meeting of the shareholders or any class thereof 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.
63. All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings (including an annual general meeting, any adjourned meeting 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 Article 71A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.
64. The Directors may, whenever they think fit, convene an Extraordinary General Meeting. Extraordinary General Meetings shall also be convened on the requisition of one or more shareholders holding, as at the date of deposit of the requisition, in aggregate not less than one-tenth of the voting rights (on a one vote per share basis) in the share capital of the Company, and such shareholder(s) may also add resolutions to the meeting agenda ~~paid-up capital of the Company having the right of voting at general meetings.~~ Such requisition shall be made in writing to the Directors or the Secretary for the purpose of requiring an Extraordinary General Meeting to be called by the Directors for the transaction of any business specified in such requisition. Such meeting shall be held within two months after the deposit of such requisition. If within 21 days of such deposit the Directors fail to proceed to convene such meeting, the requisitionist(s) himself (themselves) may convene a physical meeting at only one location which will be the Principal Meeting ~~Placedo so in the same manner~~, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Directors shall be reimbursed to the requisitionist(s) by the Company.

65. An annual general meeting and a meeting called for the passing of a Special Resolution shall must be called by at least twenty-one days' notice in writing, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a Special Resolution shall must be called by at least fourteen days' notice in writing. The notice shall specify (a) the time and date of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 71A, the principal place of the meeting (the "Principal Meeting Place") and the other place(s) of the meeting, (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the Notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, 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 and (d) particulars of the resolutions to be considered, and 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 these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article, if permitted by the Listing Rules, be deemed to have been duly called if it is so agreed:
66. (C) The Board shall have the power to provide in every notice calling a general meeting the circumstances in which a postponement or change of the relevant general meeting may occur automatically without further notice including, without limitation, where a tropical cyclone warning signal no. 8 or above, black rainstorm warning or other similar event is in force at any time prior to or at the time of the general meeting on the day of the general meeting.
- 67A. All shareholders (including a shareholder which is a clearing house (or its nominee(s))) shall have the right to (a) speak at a general meeting; and (b) vote at a general meeting except where a shareholder is required, by the Listing Rules, to abstain from voting to approve the matter under consideration.
68. For all purposes the quorum for a general meeting shall be two shareholders present (including attendance by electronic means) in person (or, in the case of a shareholder being a corporation, by its duly authorised representative) or by proxy and entitled to vote, two persons appointed by the clearing house (in the case of a shareholder being a corporation) by its authorised representative or proxy. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the meeting.

69. If within fifteen minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week and at such time and (where applicable) same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to in Article 63 as the chairman of the meeting (or in default, the Board) may absolutely determine. If at place as shall be decided by the Directors, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the shareholder or his representative or proxy present (if the Company has only one shareholder), or the shareholders present in person ~~(or, in the case of a shareholder being a corporation, by its duly authorised representative)~~ or by proxy and entitled to vote shall be a quorum and may transact the business for which the meeting was called.
71. Subject to Article 71C, theThe Chairman of the meeting may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting) as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more, at least seven clear days' notice, specifying the details set out in Article 65 ~~the place, the day and the hour of the adjourned meeting~~ shall be given in the same manner 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, no notice of an adjournment or of the business to be transacted at any adjourned meeting needs to be given nor shall any shareholder be entitled to any such notice. 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.
- A. (1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s))" determined by the Board at its absolute discretion. Any shareholder or any proxy attending and participating in such way or any shareholder or proxy attending and 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 of the meeting.

- (2) All general meetings are subject to the following and, where appropriate, all references to a “shareholder” or “shareholders” in this sub paragraph (2) shall include a proxy or proxies respectively:
- (a) where a shareholder is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;
 - (b) shareholders present in person or by proxy at a Meeting Location and/or shareholders attending and 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 shareholders at all Meeting Locations and shareholders participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;
 - (c) where shareholders attend a meeting by being present at one of the Meeting Locations and/or where shareholders participating 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 shareholders or proxies 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, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting;
 - (d) 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 Articles 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; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the Notice for the meeting.

B. The Board 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, any Meeting Location(s) and/or participation 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, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a shareholder who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any shareholder so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

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

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 71A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or the 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 Articles or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

- D. The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a 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, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Shareholders shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.
- E. If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider 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, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the shareholders. 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 a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:
- (a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting);
- (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the shareholders of details of such change in such manner as the Board may determine;

(c) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 71, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the shareholders of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and

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

F. Hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 71C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

G. Without prejudice to other provisions in Article 71, a physical meeting may also 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.

72. Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a show of hands every ~~member~~ shareholder present in person (or being a corporation, is present by a representative duly authorized), or by proxy shall have one vote and on a poll every ~~member~~ shareholder present in person or by proxy or, in the case of a ~~member~~ shareholder being a corporation, by its duly authorized representative shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a ~~member~~ shareholder which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. A resolution put to the vote of the meeting shall be decided on a show of hands unless voting by way of a poll is required by the rules of the Designated Stock Exchange or (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded:

(a) by the chairman of the meeting; or

- (b) by at least three shareholders present in person ~~or in the case of a Member being a corporation by its duly authorised representative~~ or by proxy for the time being entitled to vote at the meeting; or
- (c) by any shareholder or shareholders present in person ~~or in the case of a Member being a corporation by its duly authorised representative~~ or by proxy and representing not less than one-tenth of the total voting rights of all the ~~Members~~shareholders having the right to vote at the meeting; or
- (d) by any shareholder or shareholders present in person ~~or in the case of a Member being a corporation by its duly authorised representative~~ or by proxy and holding shares in the Company conferring a right to 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; or
79. (1) 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 show of hands every shareholder who is present in person (~~or, in the case of a shareholder being a corporation, by its duly authorised representative~~) or by proxy shall (save as provided otherwise in this Article) have one vote, and on a poll every shareholder present in person (or, in the case of a shareholder being a corporation, by its duly authorised representative) or by proxy, shall have one vote for every share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid or credited as paid on a share in advance of calls or instalments shall be treated for the purposes of this Article as paid on the share). On a poll a shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a shareholder which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For purposes of this Article, 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 its shareholders; 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 shareholders a reasonable opportunity to express their views. Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.
- (2) In the case of a physical meeting 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:
- (a) by at least three shareholders present in person or by proxy for the time being entitled to vote at the meeting; or

- (b) by a shareholder or shareholders present in person or by proxy and representing not less than one tenth of the total voting rights of all shareholders having the right to vote at the meeting; or
- (c) by a shareholder or shareholders present in person or by proxy and holding shares in the Company conferring a right to 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 shares conferring that right.

A demand by a person as proxy for a shareholder shall be deemed to be the same as a demand by the shareholder.

- (3) Votes (whether on a show of hands or by way of a poll) may be cast by such means, electronic or otherwise, as the Board or the chairman of the meeting may in its/his sole discretion determine.

84. (A) Subject to paragraph (B) of this Article 84, no objection shall be raised to the qualification of any person exercising or purporting to exercise a vote or the admissibility of any vote except at the meeting or adjourned meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman, whose decision shall be final and conclusive.
85. Any shareholder (including a shareholder which is a corporation or a clearing house (or its nominee(s))) 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~~ such shareholder. A corporation which is a shareholder may execute a form of proxy under the hand of a duly authorised officer. A shareholder who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a shareholder of the Company. On a poll or a show of hands votes may be given either personally (or, in the case of a shareholder being a corporation, by its duly authorized representative) or by proxy. A proxy shall be entitled to exercise the same powers on behalf of a shareholder who is an individual and for whom he acts as proxy as such shareholder could exercise. In addition, a proxy shall be entitled to exercise the same powers on behalf of a shareholder which is a corporation and for which he acts as proxy as such shareholder could exercise as if it were an individual shareholder present in person at any general meeting.

87. The instrument appointing a proxy shall be in writing and if the Board in its absolute discretion determines, may be contained in an electronic communication, and: (i) if in writing but not contained in an electronic communication, under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts; or (ii) in the case of an appointment contained in an electronic communication, submitted by or on behalf of the appointer, subject to such terms and conditions and authenticated in such manner as the Board may in its absolute discretion determine.
88. (1) The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information.

(2) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office), or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight hours before the time for holding the meeting or adjourned meeting or postponed meeting~~poll~~ (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting or postponed meeting in cases ~~in a case~~ where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a shareholder from attending and voting in person at the meeting or upon the poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

90. The instrument appointing a proxy to vote at a general meeting shall: (i) be deemed to confer authority upon the proxy to demand or join in demanding a poll and to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit; and (ii) unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles. Subject to aforesaid, if the proxy appointment and any of the information required under these Articles is not received in the manner set out in these Articles, the appointee shall not be entitled to vote in respect of the shares in question~~of the meeting as for the meeting to which it relates.~~

91. A vote given in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or power of attorney or other authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at its Registration Office, or at such other place as is referred to in Article 88, at least two hours before the commencement of the meeting or adjourned meeting or postponed meeting at which the proxy is used.

92. (A) Any corporation which is a shareholder of the Company may, by resolution of its directors or other governing body or by power of attorney, authorise any person as it thinks fit to act as its representative to attend and vote at any meeting of the Company or of any class of shareholders of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise as if it were an individual shareholder of the Company. References in these Articles to a shareholder present in person at a meeting shall, unless the context otherwise requires, include a corporation which is a shareholder represented at the meeting by such duly authorised representative.
- (B) Where a shareholder is a clearing house (or its nominee(s)), it may authorise such persons as it thinks fit to act as its corporate representatives, who enjoy rights equivalent to the rights of other shareholder, to attend at any meeting of the Company (including but not limited to general meetings and creditors meetings) or at any meeting of any class of shareholders provided that the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person were the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) in respect of the number and class of shares specified in the relevant ~~authorisation~~authorization, including the right to vote and speak individually on a show of hands or on a poll.
- 93.(B) in the case of such an appointment by any other corporate shareholder, a copy of the resolution of the governing body of the shareholder authorising the appointment of the corporate representative or a form of notice of appointment of corporate representative issued by the Company for such purpose or a copy of the relevant power of attorney, together with an up-to-date copy of the shareholder's constitutive documents and a list of directors or ~~members~~shareholders of the governing body of the shareholder as at the date of such resolution (or, as the case may be, power of attorney, in each case certified by a director, secretary or a ~~member~~shareholder of the governing body of that shareholder and notarised (or, in the case of a form of notice of appointment issued by the company as aforesaid, completed and signed in accordance with the instructions thereon or in the case of a power of attorney a notarised copy of the relevant authority under which it was signed), shall have been deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the form of notice issued by the Company as aforesaid (or, if no place is specified, at the Registration Office) not less than forty-eight hours before the time for holding the meeting or adjourned meeting or poll (as the case may be) at which the corporate representative proposes to vote.
96. The number of Directors shall not be fewer than one. The Company shall keep at its Registered Office a register of its directors and officers in accordance with the Companies LawAct.

104. (B) Except with the approval of, or ratified by, the Company in general meeting, the Company may not make any loans to, or provide any guarantee, indemnity or security in respect of any loan to a Director or any of his close associates, provided that this Article does not prohibit the granting of any loan or the provision of any guarantee, indemnity or security:
107. (D) A Director shall not vote or be counted in the quorum on any resolution of the Directors concerning his own appointment or the appointment of any of his close associates as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms thereof, or the termination thereof).
- (E) Where arrangements are under consideration concerning the appointment (including the arrangement, remuneration or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director or, as the case may be, the close associate(s) of such Director and in such case each of the Directors concerned shall be entitled to votes (and be counted in the quorum) in respect of each resolution except that concerning his own appointment or the appointment of any of his close associate (or the arrangement or variation of the terms thereof, or the termination thereof) and (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director and his close associates in aggregate own 5 per cent. or more of the issued shares of any class of any class of the voting equity share capital of such company or of the voting rights of any class of shares of such company (other than shares which carry no voting rights at general meetings and no or nugatory dividend and return of capital rights).
- (H) A Director shall not vote (nor be counted in the quorum) on any resolution of the Directors approving any contract or arrangement or any other proposal in which he or any of his close associate(s) is/are to his/their knowledge materially interested, ~~and if he/they shall do so his/their vote shall not be counted (nor is/are he/they counted in the quorum for that resolution),~~ but this prohibition shall not apply to any of the following matters namely:
- (i) the giving of any security or indemnity either:
- (i)(a) ~~any contract or arrangement for the giving by the Company of any security or indemnity to the Director or his associate(s) in respect of money lent or obligations incurred or undertaken by him or his associate(s) any of them at the request of or for the benefit of the Company or any company in which the Company has interest~~ of its subsidiaries; or

- ~~(ii)(b) any contract or arrangement for the giving by the Company of any security or indemnity to a third party in respect of a debt or obligation of the Company or any company in which the Company has interest of its subsidiaries for which the Director or his associate(s) has himself/themselves guaranteed or secured or otherwise assumed responsibility in whole or in part and whether alone or jointly under a guarantee or by the giving of security;~~
- ~~(iii)(ii) any contract or arrangement by the Director or his associate(s) to subscribe for proposal concerning an offer of shares or debentures or other securities of or by the Company to be issued pursuant to any offer or invitation to the shareholders or holders of debentures or securities of the Company or to the public which does not provide the Director or his associate(s) any privilege not accorded to any other shareholders or holders of debentures or securities of the Company or to the public or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his close 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 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 associate(s) may benefit; or~~
- ~~(b) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to the Directors, his close associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or his close associate(s), as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates;~~
- ~~(iv) any contract or arrangement concerning an offer of the 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 and/ or for the purposes of making any representations, the giving of any covenants, undertakings or warranties or assuming any other obligations in connection with such offer;~~

- ~~(iv)~~(iv) 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 ~~and/or his/theirs being the offeror or one of the offerors or is/are interested in one of the offerors for the purchase or effective acquisition of such shares, debentures or other securities;~~
and
- ~~(v)~~(v) any contract or arrangement 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 a shareholder or in which the Director or his associate(s) ~~is/are beneficially interested in shares of that company, provided that such Directors and any of his associate(s) is/are not in aggregate beneficially interested in five (5) per cent. (5%) or more of the issued shares of any class of the voting equity share capital of such company or of the voting rights of any class of shares of such company (other than shares which carry no voting rights at general meetings and no or nugatory dividend and return of capital rights~~or of any third company through which his interest or that of any of his close associate is derived);
- ~~(vii)~~ any proposal or arrangement for the benefit of employees of the Company or its subsidiaries including the adoption, modification or operation of a pension fund or retirement, death or disability benefit scheme or personal pension plan under which a Director, his associate(s) and employees of the Company or of any of its subsidiaries may benefit and which has been approved by or is subject to and conditional on approval by the relevant taxing authorities for taxation purposes or relates to Director or his associate(s) and employees of the Company or of any of its subsidiaries and does not give the Director or his associate(s) any privilege not accorded to the class of persons to whom such scheme or fund relates;
- ~~(viii)~~ any proposal concerning the adoption, modification or operation of any employees' share option scheme involving the issue or grant of options over shares or other securities by the Company to, or for the benefit of the employees of the Company or its subsidiaries under which the Director or his associate(s) may benefit; and
- ~~(ix)~~ any contract, transaction or proposal concerning the purchase and/or maintenance of any insurance policy for the benefit of any Director or his associate(s), officer or employee pursuant to these Articles.

112. The Directors shall have power from time to time and at any time to appoint any person as a Director either to (i) fill a casual vacancy on the Board or (ii) as an additional to the existing Board but so that the number of Directors so appointed shall not exceed, if applicable, the maximum number determined from time to time by the shareholders in general meeting. Any Director so appointed shall hold office only until the ~~next following annual general meeting of the Company (in the case of filling a casual vacancy) or until the next following~~first annual general meeting of the Company (in the case of an addition to the existing Board)after his appointment and shall then be eligible for re-election at such meeting. The Directors to retire at an annual general meeting pursuant to this Article 112 shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting at such annual general meeting pursuant to Article 108(A).
113. No person, other than a retiring Director, shall, unless recommended by the 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 shareholder and notice in writing signed by that person of his willingness to be elected shall have been lodged at the Head Office or at the Registration Office. The Company shall include the particulars of such proposed person for election as a Director in an announcement or a supplementary circular, and shall give the shareholders at least seven days to consider the relevant information disclosed in such announcement or supplementary circular prior to the date of the meeting of the election.
114. The Company may by ~~Special~~Ordinary Resolution remove any Director (including a Managing Director or other Executive Director) before the expiration of his ~~period~~term of office notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim which such Director may have for damages for any breach of any contract between him and the Company) and may elect another person in his stead. Any person so elected shall hold office only until the next following annual general meeting of the Company and shall then be eligible for re-election, 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.
116. The Directors may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular but subject to the provisions of the Companies Law Act, by the issue of debentures, debenture stock, bonds or other securities of the Company, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
119. The Directors shall cause a proper register to be kept, in accordance with the provisions of the Companies Law Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with such provisions of the Companies Law Act with regard to the registration of mortgages and charges as may be specified or required.

133. The Directors may meet together for the despatch of business, adjourn or postpone and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business. Unless otherwise determined two Directors shall be a quorum. For the purpose of this Article an alternate Director shall be counted in a quorum separately in respect of himself (if a Director) and in respect of each Director for whom he is an alternate and his voting rights shall be cumulative and he need not use all his votes or cast all his votes in the same way. A meeting of the Directors or any committee of the 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. Notwithstanding any common law rule to the contrary, a meeting of the Directors may be constituted by one Director.
134. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors which may be held in any part of the world, but no such meeting shall be summoned to be held outside the territory in which the Head Office is for the time being situate without the prior approval of the Directors. Notice thereof shall be given to each Director and alternate Director in person orally or in writing (including in person or by telephone) or via by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website or by telephone or ~~or by telephone or by telex or telegram or facsimile transmission at the telephone or facsimile number or address from time to time notified to the Company by such Director or~~ in such other manner as the Directors may from time to time determine. A Director absent or intending to be absent from the territory in which the Head Office is for the time being situate may request the Directors or the Secretary that notices of Directors' meetings shall during his absence be sent in writing to him at his last known address, facsimile or telex number or any other address, facsimile or telex number given by him to the Company for this purpose, but such notices need not be given any earlier than notices given to Directors not so absent and in the absence of any such request it shall not be necessary to give notice of a Directors' meeting to any Director who is for the time being absent from such territory.

142. (A) A resolution in writing signed by all the Directors (or their alternate Directors) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article; and a certificate in writing signed by a Director or the Secretary on such notification of consent shall be conclusive evidence thereof. Any such resolutions in writing may consist of several documents in like form each signed by one or more of the Directors or alternate Directors. Notwithstanding the foregoing, a resolution in writing shall not be passed in lieu of a meeting of the Board for the purposes of considering any matter or business in which a substantial shareholder of the Company or a Director has a conflict of interest and the Board has determined that such conflict of interest to be material.
143. (C) The Directors shall duly comply with the provisions of the Companies LawAct in regard to keeping a register of shareholders and to the production and furnishing of copies of or extracts from such register.
145. The Secretary shall attend all meetings of the shareholders and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Companies LawAct and these Articles, together with such other duties as may from time to time be prescribed by the Directors.
154. The Company in general meeting may declare dividends in any currency but no dividends shall exceed the amount recommended by the Directors. ~~The Director may in making such recommendation take into account the capital requirements of the Company and its subsidiaries and other factors as the Board may deem relevant. The amount of dividends to be recommended by the Directors for each financial year shall not be less than 20% of the distributable profits for such financial year, after deducting from the distributable profits for such year such amounts as the Directors may deem fit for capital requirements of the Company and its subsidiaries, allowances for tax expenses, recovery of deficits from prior financial year (if any) and such reserves(s) as the Directors may think fits.~~
156. (B) Subject to the provisions of the Companies LawAct (but without prejudice to paragraph (A) of this Article), where any asset, business or property is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company, and be available for dividend accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof or to apply the same towards reduction of or writing down the book cost of the asset, business or property acquired.

176. (A) ~~The shareholders may by Ordinary Resolution Company shall at each annual general meeting~~ appoint one or more firms of auditors to hold office until the conclusion of the next annual general meeting on such terms and with such duties as may be agreed with the Directors, but if an appointment is not made, the Auditors 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 appointed Auditors of the Company. ~~The Directors may fill any casual vacancy in the office of Auditors, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.~~ The remuneration of the Auditors shall be fixed by ~~or on the authority of the shareholders Company~~ in the annual general meeting by Ordinary Resolution, by other body that is independent of the Board or, unless prohibited by the Listing Rules, in the manner specified in the shareholders' resolution. Subject to compliance with the Listing Rules, the Directors may fill any casual vacancy in the office of Auditors, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act, except that in any particular year the Company in general meeting may delegate the fixing of such remuneration to the Directors and the remuneration of any Auditors appointed to fill any casual vacancy may be fixed by the Board ~~by the Directors.~~
- (B) The shareholders may, at any general meeting convened and held in accordance with these Articles, remove the Auditor or Auditors by ~~Special~~Ordinary Resolution at any time before the expiration of the term of office and shall, by Ordinary Resolution, at that meeting appoint another Auditor in ~~its~~their place for the remainder of the term.
180. (1) Any Notice or document (including any "corporate communication" within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company to a shareholder shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and any such Notice and document may be given or issued by the following means:
- (a) by serving it personally on the relevant person;
 - (b) by sending it through the post in a prepaid envelope addressed to such shareholder at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose;
 - (c) by delivering or leaving it at such address as aforesaid;
 - (d) by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the Designated Stock Exchange;

- (e) by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Article 180(5), subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person;
- (f) by publishing it on the Company's website to which the relevant person may have access, subject to the Company complying with the Statutes and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to any such person stating that the notice document or publication is available on the Company's computer network website (a "notice of availability"); or
- (g) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.
- (2) The notice of availability may be given by any of the means set out above other than by posting it on a website.
- (3) In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.
- (4) Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address (including electronic address) being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.
- (5) Every shareholder or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which notices can be served upon him.

Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to the documents referred to in Articles 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language.

~~(A) Subject to Article 180(B), any notice or document to be given or issued under these Articles shall be in writing, and may be served by the Company on any shareholder either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such shareholder at his registered address as appearing in the register or by delivering or leaving it at such registered address as aforesaid or (in the case of a notice) by advertisement in the Newspapers or displaying the relevant notice conspicuously at the Registered Office and the Head Office. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register and notice so given shall be sufficient notice to all the joint holders.~~

~~(B) Subject to due compliance with the rules of the stock exchange in the Relevant Territory, and to obtaining all necessary consents, if any, required and such consents being in full force and effect, any notice or document (including any document or notice issued or to be issued by the Company for the information and/or action of holders of any of its securities and whether or not given or issued under these Articles) may also be served by the Company on any shareholder or holder of other securities of the Company by electronic means:~~

~~(i) at his electronic address or website as appearing in the Register (if any); or~~

~~(ii) at any other electronic address or website supplied by him to the Company for the purpose of such transmission; or~~

~~(iii) by placing it on the Company's website provided that where the relevant documents are the Company's directors' report, annual financial statements, auditors' report and, where Article 175(C) applies, a summary financial statement, any service of such documents by placing on the Company's website shall also be accompanied by a notice of the publication ("notice of publication") of such documents on the Company's website given to the shareholder concerned in the manner referred to in Article 180(A) or in any other manner agreed between the shareholder concerned and the Company;~~

~~provided that (aa) in the case of joint holders of share, any consent required from the shareholder concerned for the purposes of this Article 180(B) shall be given by that one of the joint holders who is entitled to receive notice pursuant to Article 180(A); and (bb) the Company may, for the purposes of this Article 180(B), propose to its shareholders any one or more or all of the above means of electronic communication.~~

181. (B) Any shareholder who fails (and, where a share is held by joint holders, where the first joint holder named on the register fails) to supply his registered address or electronic address (in the event that the shareholder concerned has elected for service of any notice or document at his electronic address or website pursuant to Article 180(B)) or a correct registered address or electronic address (in the event that the shareholder concerned has elected for service of any notice or document at his electronic address or website pursuant to Article 180(B)) to the Company for service of notices and documents on him shall not (and where a share is held by joint holders, none of the other joint holders whether or not they have supplied a registered address or electronic address (in the event that the shareholder concerned has elected for service of any notice or document at his electronic address or website pursuant to Article 180(B) shall) be entitled to service of any notice or documents by the Company and any notice or document which is otherwise required to be served on him may, if the Directors in their absolute discretion so elect (and subject to them re-electing otherwise from time to time), be served, in the case of notices, by displaying a copy of such notice conspicuously at the Registered Office and the Head Office or, if the Directors see fit, by advertisement in the Newspapers, and, in the case of documents, by posting up a notice conspicuously at the Registered Office and the Head Office addressed to such shareholder which notice shall state the address within the Relevant Territory at which he may obtain a copy of the relevant document, or by displaying or otherwise making available the relevant notice or document on the Company's website and stating the address within the Relevant Territory at which he may obtain a copy of the notice or document. Any notice or document served in the manner so described shall be sufficient service as regards shareholders with no registered or electronic address (in the event that the shareholder concerned has elected for service of any notice or document at his electronic address or website pursuant to Article 180(B)) or incorrect addresses, provided that nothing in this paragraph (B) shall be construed as requiring the Company to serve any notice or document on any shareholder with no or an incorrect registered address or electronic address (in the event that the shareholder concerned has elected for service of any notice or document at his electronic address or website pursuant to Article 180(B)) for the service of notice or document on him or on any shareholder other than the first named on the register of ~~members~~shareholders of the Company.
182. (B) A notice or other document published by way of advertisement in a newspaper or other publication permitted under these Articles, shall be deemed to have been served on the day on which the advertisement first so appears.~~served by advertisement in the Newspapers shall be deemed to have been served on the day on which the notice is first published.~~
- (C) Any notice or document 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.~~transmission shall be deemed to have been served on the day on which the notice or document is sent.~~

- (D) Any notice or document placed on the Company's website, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's website to which the relevant person may have access or the day on which the notice of availability is deemed to have been served or delivered to such person under these Articles, whichever is later. ~~is deemed given by the Company to a shareholder on the day the notice or document is placed on the Company's website except where the document is the Company's directors' report, annual financial statements or auditors' report and, where applicable, summary financial statement, then such document shall be deemed to be served on the day following that on which a notice of publication is deemed served on the shareholder.~~
190. If the Company shall be wound up (whether the liquidation is voluntary or ordered or sanction by the court) the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Companies Law Act, divide among the shareholders in specie or kind the whole or any part of the assets of the Company whether the assets shall consist of property of one kind or shall consist of properties of different kinds and the liquidator may, for such purpose, set such value as he deems fair upon any one or more class or classes of property to be divided as aforesaid and may determine how such division shall be carried out as between the shareholders or different classes of shareholders and the shareholders within each class. The liquidator may, with the like sanction, vest any part of the assets in trustees upon such trusts for the benefit of shareholders as the liquidator, with the like sanction, shall think fit, but so that no shareholder shall be compelled to accept any shares or other assets upon which there is a liability.
193. (A) (ii) the Company has caused an advertisement to be inserted in both in daily newspaper and in a newspaper circulating in the area of the last known address of such shareholder or any person entitled to the share under Article 51 and where applicable, in each case in accordance with the requirements of the Designated Stock Exchange ~~the Newspapers~~ of its intention to sell such shares and a period of three months has elapsed since the date of such advertisement (or, if published more than once, the first thereof);
194. (d) any other document, on the basis of which any entry in the register of ~~members~~ shareholders of the Company is made, at any time after the expiry of six years from the date on which an entry in the register was first made in respect of it;

FINANCIAL YEAR

197. Unless the Board otherwise determines, the financial year of the Company shall end on 31 March each year and shall begin on 1 April each year.

NEW SHARE OPTION SCHEME

The following is a summary of the principal terms of the rules of the New Share Option Scheme but does not form part of, nor was it intended to be, part of the New Share Option Scheme nor should it be taken as affecting the interpretation of the rules of the New Share Option Scheme:

1. Purpose of the New Share Option Scheme

The purpose of the New Share Option Scheme is to provide an incentive for the Eligible Participant to work with commitment towards enhancing the value of the Company and the Shares for the benefit of the Shareholders and to retain and attract persons whose contributions are or may be beneficial to the growth and development of the Group.

The Board may in its absolute discretion grant Options to any Eligible Participant.

Since the Group has beneficial interest in the associated company which may ultimately contribute investment returns to the Group, the Board considers granting Options to any director, or employee (whether full time or part time) or any non-executive director (independent non-executive directors) of any associated company can provide an incentive for the performance of such persons of associated company and help the Group retain such Eligible Participants in the associated company which will be beneficiary to the growth and development of the Group.

The Board will consider the following factors to determine the eligibility of supplier, customer, consultant, adviser, contractor, business partner or service provider of the Company or its Subsidiary or any associated company, including but not limited to, (a) the significance of the relevant business segment in the Group; (b) stage of development of the relevant business segment; (c) complexity of the relevant business segment; (d) industry practice of the relevant business segment; (e) degree of reliance on the proposed Eligible Participant(s) in the relevant business segment. Besides, the Board considers granting Options to such category of Eligible Participant(s) can enhance their work commitment and maintain ongoing business relationship and will be ultimately beneficial to the growth and development of the Group.

2. Duration of the New Share Option Scheme

The New Share Option Scheme shall be valid and effective for ten (10) years (the “Scheme Period”) from the Adoption Date, which is expected to be the date of the Annual General Meeting, after which time no further Option may be granted but the provisions of the New Share Option Scheme shall remain in full force and effect in all other respects.

3. Grant and acceptance of Options*(a) Making of offer*

An offer of the grant of an Option shall be made to an Eligible Participant by letter (the “Offer Letter”) in such form as the Board may in its sole and absolute discretion from time to time determine, requiring the Eligible Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the New Share Option Scheme (including any operational rules made under the New Share Option Scheme). The offer shall remain open for acceptance for a period of five business days from the date on which it is made provided that no such offer shall be open for acceptance after the expiry of the Scheme Period or after the termination of the New Share Option Scheme. Unless otherwise determined by the Board and stated in the Offer Letter, there shall be no general performance target for the vesting or exercise of Options.

(b) Acceptance of an offer

An Option shall be deemed to have been granted to, and accepted by, the Eligible Participant (the “Grantee”) and to have taken effect upon the issue of an Option certificate after the duplicate letter comprising acceptance of the Option duly signed by the Grantee together with a remittance in favour of the Company of HK\$1 by way of consideration for the grant of the Option shall have been received by the Company on or before the last day for acceptance set out in paragraph 3(a) above. The remittance is not in any circumstances refundable. Once accepted, the Option is granted as from the date on which it was offered to the relevant Grantee.

4. Grant of Options to connected persons

- (1) Any grant of Options to a connected person must be approved by all the independent non-executive Directors (excluding any independent non-executive Director who is also a proposed Grantee of the Options).
- (2) Without prejudice to the paragraph (1) above, any grant of Options to a substantial shareholder or an independent non-executive Director or any of their respective associates must be approved by the Shareholders in general meeting if the Shares issued and to be issued upon exercise of all Options already granted and proposed to be granted to him (whether exercised, cancelled or outstanding) in the 12-month period up to and including the proposed date of such grant:
 - (i) would represent in aggregate more than 0.1% of the Shares then in issue; and
 - (ii) would have an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million (or such other amount as shall be permissible under the Listing Rules from time to time).

The Company must send a circular to the Shareholders regarding the proposed grant of the Options referred to in paragraph (2) above which must contain: (a) details of the number and terms (including exercise price) of the Option to be granted to each Grantee, which must be fixed before the Shareholders' meeting, and the date of board meeting for proposing such further grant is to be taken as the date of grant for the purpose of calculating the exercise price under note (1) to Rule 17.03(9) of the Listing Rules; (b) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is Grantee of the Option) to the independent Shareholders as to voting; (c) the information required Rules 17.02(2)(c) and (d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules; and (d) the information required under Rule 2.17 of the Listing Rules. At the general meeting to approve the proposed grant of Options to a connected person or its associates, all connected persons of the Company must abstain from voting unless he intends to vote against the proposed grant. At such general meeting, the vote to approve the grant of such Options must be taken on a poll in accordance with the relevant provisions of the Listing Rules.

- (3) Any proposed change in the terms of Options granted to a Grantee who is a substantial shareholder or an independent non-executive director of the Company, or any of their respective associates, must be approved by the shareholders of the Company in general meeting.

5. Subscription price

The price per Share at which a Grantee may subscribe for Shares upon exercise of an Option (the "Subscription Price") shall, subject to any adjustment under paragraph 7 below, be a price determined by the Board in its sole and absolute discretion but in any event shall be at least the highest of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheets on the date on which the Option is offered (the "Offer Date");
- (ii) the average of the closing prices of the Shares as stated in the Stock Exchange's daily quotation sheets for the five business days immediately preceding the Offer Date; and
- (iii) the nominal value of the Shares.

6. Maximum number of Shares available for subscription

(a) *Scheme Mandate*

Subject to paragraphs 6(b) and 6(c) below, the maximum number of Shares in respect of which Options may be granted under the New Share Option Scheme and any other share option schemes of the Company shall not in aggregate exceed the number of Shares as shall represent 10% of the total number of Shares in issue ("Scheme Mandate"). For the purpose of calculating the Scheme Mandate, options which have lapsed in accordance with the terms of the relevant scheme shall not be counted in calculating the 10% limit.

(b) Renewal of Scheme Mandate

The Company may seek approval by the Shareholders in general meeting for renewing the Scheme Mandate provided that the total number of Shares in respect of which Options may be granted under the New Share Option Scheme and any other schemes of the Company under the new Scheme Mandate as renewed must not exceed 10% of the total number of Shares in issue as at the date of Shareholders' approval. Options previously granted under the New Share Option Scheme and any other share option schemes of the Company, whether outstanding, cancelled or lapsed in accordance with its applicable rules or already exercised, will not be counted for the purpose of calculating the limit as renewed.

For the purpose of seeking the approval of the Shareholders under this paragraph (b), a circular containing the information in a manner complying with the relevant provisions of Chapter 17 of the Listing Rules must be sent to the Shareholders.

(c) Grant of Options beyond Scheme Mandate

The Company may seek separate approval by the Shareholders in general meeting for granting Options beyond the Scheme Mandate provided that the Options in excess of the Scheme Mandate are granted only to Eligible Participants who are specifically identified before such approval is sought.

For the purpose of seeking the approval of the Shareholders under this paragraph (c), the Company must send a circular to the Shareholders containing a generic description of the specified Grantees who may be granted such Options, the number and terms of the Options to be granted, the purpose of granting such Options to the Grantees with an explanation as to how the terms of Options serve such purpose and the information in a manner complying with the relevant provisions of Chapter 17 of the Listing Rules.

(d) Maximum number of Shares issued under Options

Notwithstanding anything to the contrary in the New Share Option Scheme, the maximum limit on the number of Shares which may be issued upon the exercise of all outstanding Options granted and yet to be exercised under the New Share Option Scheme and any other schemes of the Company must not exceed such number of Shares as shall represent 30% of the Shares in issue from time to time. No Options may be granted if such grant will result in this 30% limit being exceeded.

Shares issued or transferred under Options or other rights granted upon assumption of, or in substitution for, outstanding awards previously granted by a company or other entity acquired by the Company or with which the Company combines shall not count against the limits in this paragraph (d).

(e) *Grantee's maximum holding*

Unless approved by the Shareholders in general meeting in the manner prescribed in the Listing Rules, the Board shall not grant Options to any Grantee if the acceptance of those Options would result in the total number of Shares issued and to be issued to that Grantee on exercise of his Options during any 12-month period exceeding 1% of the total Shares then in issue.

Where any further grant of Options to a Grantee, if exercised in full, would result in the total number of Shares already issued or to be issued upon exercise of all Options granted and to be granted to such Grantee (including exercised, cancelled and outstanding Options) in any 12-month period up to and including the date of such further grant exceeding 1% of the total number of Shares in issue, such further grant must be separately approved by the Shareholders in general meeting with such Grantee and his associates abstaining from voting. The Company must send a circular to the Shareholders and the circular must disclose the identity of the Grantee, the number and terms of the Options to be granted and Options previously granted to such Grantee and the information required under relevant provisions in Chapter 17 of the Listing Rules. The number and terms (including the Subscription Price) of the Options to be granted to such Eligible Participant must be fixed before the Shareholders' approval. The date of the meeting of the Board for proposing such further grant of Option should be taken as the date of grant for the purpose of calculating the Subscription Price.

(f) *Adjustment*

The number of Shares subject to the Options and to the New Share Option Scheme may be adjusted in such manner as the Company's independent financial adviser or auditors (acting as expert and not as arbitrator) shall certify in writing to the Board to be in its opinion fair and reasonable in accordance with paragraph 7(b) below.

7. Reorganisation of capital structure

(a) *Adjustment of Options*

In the event of any alteration in the capital structure of the Company whilst any Option becomes or remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction to which the Company is a party), the Board shall make (and shall notify to the Grantee) such corresponding alterations (if any) in:

- (i) the number of Shares subject to any Option so far as such Option remains unexercised;
- (ii) the Subscription Price; or

- (iii) the number of Shares subject to the New Share Option Scheme, that are required to give each Grantee the same proportion of the share capital as that to which the Grantee was previously entitled (satisfying the requirements of rule 17.03(13) of the Listing Rules and the note thereto, guidance/interpretation of the Listing Rules, in particular, the frequently asked question “FAQ072-2020” released on 6 November 2020 by the Stock Exchange relating to the share option schemes from time to time), but not so that the effect would be to enable any Share to be issued to a Grantee at less than its nominal value, provided that no adjustments to the Subscription Price and number of Shares should be made to the advantage of the Eligible Participants without specific prior approval of the Shareholders.

(b) *Auditor’s or independent financial adviser certificate*

On any capital reorganisation other than a capitalisation issue, the auditors or an independent financial adviser shall certify in writing to the Board that the adjustments made by the Board under paragraph 7(a) above are in its opinion fair and reasonable.

8. Cancellation of Options

Subject to the consent from the relevant Grantee, the Board may at its sole and absolute discretion cancel Options previously granted to and yet to be exercised by a Grantee for the purpose of re-issuing new Options to that Grantee provided that there are sufficient available unissued Options under the Scheme Mandate as renewed from time to time (excluding such cancelled Options) in accordance with the terms of the New Share Option Scheme.

9. Assignment of Options

An Option is personal to the Grantee and shall not be transferable or assignable. No Grantee shall 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 to do so (except that the Grantee may nominate a nominee, of which the Grantee is the sole beneficial owner, in whose name the Shares issued under the New Share Option Scheme may be registered provided that evidence of such trust arrangement between the Grantee and the nominee has been provided to the satisfaction of, and on terms acceptable by, the Board).

10. Rights attached to the Shares

The Shares to be allotted upon exercise of an Option will be subject to all the provisions of the Articles of Association of the Company and will rank pari passu with the fully paid Shares in issue as from the day when the name of the Grantee is registered on the register of members of the Company (the “Registration Date”). Accordingly, the Shares will entitle the holders to participate in all dividends or other distributions paid or made on or after the Registration Date other than any dividends or other distributions previously declared or recommended or resolved to be paid or made with respect to a record date which is before the Registration Date.

A Share issued upon the exercise of an Option shall not carry any voting rights until the registration of the Grantee or his nominee as the holder of the Share on the register of members of the Company.

Unless otherwise regulated by applicable law, a Grantee shall have no rights as a Shareholder with respect to any Shares covered by an Option before such Grantee exercises the Option.

11. Exercise of Options*(a) General*

The period during which an Option may be exercised in accordance with the terms of the New Share Option Scheme (the “Option Period”) shall be the period of time to be notified by the Board to each Grantee, which the Board may in its sole and absolute discretion determine, save such period shall not be more than ten (10) years commencing on the Offer Date. There is no specific requirement under the New Share Option Scheme that an Option must be held for any minimum period before it can be exercised.

(b) Rights of Grantee upon his retirement or death

If the Grantee ceases to be an Eligible Participant by reason of retirement, death or disability, the Option shall vest immediately at the date of cessation and the Grantee or his legal personal representative shall be entitled within a period of 12 months from the date of retirement or death (or within such longer period as the Board may determine) to exercise the Option (to the extent not already exercised).

(c) Rights of Grantee upon his cessation of employment under certain circumstances

If the Grantee ceases to be an Eligible Participant for any reason other than his retirement or death or disability or the termination of his employment on one or more of the grounds specified in paragraph 12(iv) below or the termination of his business relation with the relevant member of the Group, the Grantee may exercise the Option up to his or her entitlement at the date of cessation.

(d) Rights on a takeover

In the event of a general or partial offer, whether by way of take-over offer, share repurchase offer, or scheme of arrangement or otherwise in like manner, is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, the Company shall use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms, mutatis mutandis, and assuming that they will become, by the exercise in full of the Option granted to them, Shareholders of the Company.

If such offer becomes or is declared unconditional, the Grantee shall be entitled to exercise the Option (to the extent not already exercised) to its full extent or to the extent specified in the Grantee's notice to the Company in exercise of the Option at any time before the expiry of the period of three business days following the date on which the offer becomes or is declared unconditional.

(e) Rights on a voluntary winding up

In the event a notice is given by the Company to the Shareholders to convene a general meeting for the purpose of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each of the Shareholders give notice to all Grantees (together with a notice of the existence of the provisions of this paragraph (e)). Upon receipt of such notice, each Grantee (or where permitted under paragraph (b) his or her legal personal representative(s)) shall be entitled to exercise all or any of the option (to the extent such option has become exercisable and not already exercised) at any time not later than two business days before the proposed general meeting of the Company 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. Upon receipt of such notice together with the remittance by the Company, the Company shall as soon as possible and, in any event, no later than the business day immediately before the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid. The allotted Shares shall rank pari passu with all other Shares in issue on the date before the passing of the resolution to wind-up the Company to participate in the distribution of assets of the Company available in liquidation.

(f) *Rights on a compromise or arrangement*

If a compromise or arrangement between the Company and the Shareholders or creditors is proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, the Company shall give notice to the Grantee on the same day as it gives notice of the meeting to its shareholders or creditors to consider the compromise or arrangement. Upon receipt of the notice, the Grantee may, during the period commencing on the date of the notice and ending on the earlier of:

- (i) the date two calendar months after the date of the notice; and
- (ii) the date on which such compromise or arrangement is sanctioned by the court,

exercise the option (to the extent not already exercised), conditional upon the compromise or arrangement being sanctioned by the court and becoming effective. With effect from the date of such meeting, the rights of all Grantees to exercise their respective options shall immediately be suspended. The Company may require the Grantees 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 Grantees in the same position as nearly as would have been the case had such Shares been subject to the compromise or arrangement. If for any reason such compromise or arrangement is not approved by the court (whether upon the terms presented to the court or upon any other terms as may be approved by such court) the rights of Grantees to exercise their respective options shall with effect from the date of the making of the order by the court be restored in full and shall upon the making of the order become exercisable (but subject to the other terms of the Share Option Scheme) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any Grantee as a result of the aforesaid suspension.

12. Lapse of Options

An Option whether vested or unvested shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
- (ii) the expiry of the periods referred to in paragraphs 11(b) to (f) above;
- (iii) in respect of a Grantee (being a director or employee of the Group or associated company) who ceases to be engaged by the Group or the associated company by reasons other than termination of employment on grounds under paragraph 12(iv) below, the last date on which such Grantee was at work with the Group or the associated company (whether salary is paid in lieu of notice or not);

- (iv) the date on which the Grantee (being a director or employee of the Group or associated company) ceases to be an Eligible Participant by reason of the termination of his employment on any one or more of the following grounds:
 - (a) that he has been guilty of misconduct; or
 - (b) that he has committed an act of bankruptcy or has become insolvent or has made an arrangement or composition with creditors generally; or
 - (c) that he has been convicted of a criminal offence involving his integrity or honesty; or
 - (d) any misconduct based on the sole and absolute option of the Company.

A resolution of the Board or the board of directors of the relevant Subsidiary or of the associated company to the effect that the employment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 12(iv) shall be conclusive;

- (v) in the event of the Grantee not being a director or employee of the Group or associated company, the date on which the Board in its sole and absolute discretion resolves that such Grantee ceases to be qualified as an Eligible Participant by reason of termination of its business relation with the relevant member of the Group or by reason of its failure to comply with the provisions of the relevant contracts or agreements and/or its breaches of its fiduciary duties under common law or otherwise on other grounds as the Board considers appropriate;
- (vi) the date on which the Grantee commits a breach of paragraph 9 above;
- (vii) if an Option is granted subject to certain conditions, restrictions or limitation, the date on which the Board resolves that the Grantee has failed to satisfy or comply with such conditions, restrictions or limitation; and
- (viii) the occurrence of such event or expiry of such period as may have been specifically provided for in the Offer Letter, if any.

13. Amendment of the New Share Option Scheme*(a) Amendments requiring Board approval*

Any amendment to the New Share Option Scheme other than those set out in paragraph 13(b) below must be approved by the majority of the Board or the scheme administrator of the Company.

(b) Amendments requiring Shareholders' approval

Subject to paragraphs 13(c) and (d), the following matters require the prior sanction of a resolution of the Shareholders in general meeting:

- (i) any change to the provisions relating to, the matters set out in Rule 17.03 of the Listing Rules including:
 - (1) the purpose of the New Share Option Scheme;
 - (2) the definitions of “Grantee”, “Option Period”, “Eligible Participant” and “Scheme Period” contained in the New Share Option Scheme;
 - (3) the provisions relating the Scheme Period, the basis of eligibility for Options, the making of offer, the contents of offer letter, the acceptance of an Option, the Subscription Price, granting Options to connected persons, the exercise of Options, the lapse of Options, the maximum number of Shares available for subscription, cancellation of Options, reorganisation of capital structure, termination and amendments of the New Share Option Scheme;

which operates to the advantage of Eligible Participants or Grantees;

- (ii) any change to the authority of the Board or the scheme administrator;
- (iii) any amendment to the terms and conditions of the New Share Option Scheme which are of a material nature except where such amendment takes effect automatically under the existing terms of the New Share Option Scheme; and
- (iv) any amendment to the terms of Options granted except where such amendment takes effect automatically under the existing terms of the New Share Option Scheme.

The amended terms of the New Share Option Scheme or the Options must still comply with the relevant requirements in Chapter 17 of the Listing Rules.

(c) Amendments requiring the super majority consent from the Grantees

Notwithstanding any approval obtained under paragraph 13(b) above, no amendment shall operate to adversely affect the terms of issue of any Option granted or agreed to be granted before such amendment except with the consent or sanction in writing of such number of Grantees as shall together hold Options in respect of not less than three-fourths in nominal value of all Shares then subject to the Options may be granted under the New Share Option Scheme, except where such amendment takes effect automatically under the existing terms of the New Share Option Scheme.

(d) Amendments requiring the approval of the Stock Exchange

Any amendment to the terms and conditions of the New Share Option Scheme which are of a material nature shall first be approved by the Stock Exchange except where such amendment takes effect automatically under the existing terms of the New Share Option Scheme.

14. Termination

The Company may at any time terminate the operation of the New Share Option Scheme by resolution of the Board or resolution of the Shareholders in general meeting and in such event no further options will be offered but the provisions of the New Share Option Scheme shall remain in force in all other respects to the extent necessary to give effect to the exercise of the options (to the extent not already exercised or expired) granted before the termination or otherwise or may be required in accordance with the provisions of the New Share Option Scheme. All options granted before the termination and yet to be exercised shall continue to be valid and exercisable in accordance with the terms of the New Share Option Scheme.

As at the Latest Practicable Date, no Option has been granted by the Company under the New Share Option Scheme.

NOTICE OF ANNUAL GENERAL MEETING



GET NICE HOLDINGS LIMITED

結好控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0064)

NOTICE OF ANNUAL GENERAL MEETING

IMPORTANT NOTES

In light of the ongoing Novel Coronavirus (COVID-19) pandemic, the Company will implement the following precautionary measures at the Annual General Meeting to protect attending Shareholders, staff and stakeholders from the risk of infection:

- (i) compulsory body temperature checks, hand sterilisation and health declaration
- (ii) compulsory wearing of a surgical face mask for each attendee
- (iii) no distribution of corporate gift or refreshment
- (iv) appropriate seating arrangement in line with the relevant laws and regulations in Hong Kong

The Company reminds Shareholders that they may appoint the chairman of the Annual General Meeting as their proxy to vote on the relevant resolution(s) at the Annual General Meeting as an alternative to attending the Annual General Meeting in person.

Any person who does not comply with the precautionary measures or is subject to any Hong Kong Government prescribed quarantine may be denied entry into the meeting venue.

NOTICE IS HEREBY GIVEN that the Annual General Meeting of Get Nice Holdings Limited (the “Company”) will be held at 3/F., Cosco Tower, Grand Millennium Plaza, 183 Queen’s Road Central, Hong Kong on Thursday, 25 August 2022 at 11:00 a.m. for the following purposes:

1. To receive, consider and adopt the audited consolidated financial statements and the reports of the directors (the “Directors”) and of the auditors of the Company (the “Auditors”) for the year ended 31 March 2022.
2. To declare a final dividend for the year ended 31 March 2022.

NOTICE OF ANNUAL GENERAL MEETING

3. (A) To re-elect the following retiring directors of the Company (each as a separate resolution):
 - (i) Mr. Cham Wai Ho, Anthony, as an executive Director; and
 - (ii) Mr. Man Kong Yui, who has served more than nine years since October 2005 as an independent non-executive Director.
- (B) To authorize the board of directors to fix the remuneration of the directors of the Company.
4. To re-appoint Mazars CPA Limited as the Company's auditors and to authorize the board of directors to fix their remuneration.
5. To consider and, if thought fit, to pass the following resolutions (with or without modification) as ordinary resolutions:

ORDINARY RESOLUTIONS

- A. **“THAT** there be granted to the Directors an unconditional general mandate to repurchase shares in the Company (the “Shares”), and that the exercise by the Directors of all powers of the Company to repurchase Shares subject to and in accordance with all applicable laws, be and is hereby generally and unconditionally approved, subject to the following conditions:
 - (a) such mandate shall not extend beyond the Relevant Period (as hereinafter defined);
 - (b) such mandate shall authorize the Directors to procure the Company to repurchase Shares at such price as the Directors may at their discretion determine;
 - (c) the Shares to be repurchased by the Company pursuant to paragraph (a) of this resolution during the Relevant Period shall not exceed 10% of the total number of Shares in issue at the date of passing this resolution; and

NOTICE OF ANNUAL GENERAL MEETING

- (d) for the purpose of this resolution, “Relevant Period” means the period from the date of passing of this resolution until whichever is 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 law or the articles of association of the Company to be held; and
 - (iii) the date upon which the authority set out in this resolution is revoked or varied by way of ordinary resolution in general meeting.”

B. “THAT:

- (a) a general mandate be and is hereby unconditionally given to the Directors to exercise during the Relevant Period (as hereinafter defined) all the powers of the Company to allot, issue and deal with unissued Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for any Shares or such convertible securities and to make or grant offers, agreements or options which would or might require the exercise of such powers either during or after the Relevant Period, in addition to any Shares which may be issued from time to time (a) on a Rights Issue (as hereinafter defined) or (b) upon the exercise of any options under any option scheme or similar arrangement for the time being adopted for the grant or issue of Shares or rights to acquire Shares or (c) upon the exercise of rights of subscription or conversion attaching to any warrants or convertible bonds issued by the Company or any securities which are convertible into Shares the issue of which warrants and other securities has previously been approved by Shareholders or (d) as any scrip dividend or similar arrangements pursuant to the articles of association of the Company, not exceeding 20% of the total number of issued Shares of the Company as at the date of this resolution; and
- (b) for the purpose of this resolution, “Relevant Period” means the period from the date of passing of this resolution until whichever is 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 law or the articles of association of the Company to be held; and
 - iii. the date upon which the authority set out in this resolution is revoked or varied by way of ordinary resolution in general meeting.”

NOTICE OF ANNUAL GENERAL MEETING

“Rights Issue” means the allotment or issue of shares in the Company or other securities which would or might require shares to be allotted and issued pursuant to an offer made to all the shareholders of the Company (excluding for such purpose any shareholder who is resident in a place where such offer is not permitted under the laws of that place) and, where appropriate, the holders of other equity securities of the Company entitled to such offer, pro rata (apart from fractional entitlements) to their existing holdings of shares or such other equity securities.”

- C. **“THAT** subject to the passing of resolutions 5A and 5B above, the unconditional general mandate granted to the Directors to allot, issue and deal with additional Shares and to make or grant offers, agreements, and options which might require the exercise of such powers pursuant to resolution numbered 5B above be and is hereby extended by the addition of an amount representing the aggregate number of Shares repurchased by the Company under the authority granted pursuant to resolution numbered 5A above, provided that such amount shall not exceed 10% of the total number of Shares in issue as at the date of passing the resolution.”
6. To consider and, if thought fit, to pass the following resolution (with or without modification) as an ordinary resolution:

ORDINARY RESOLUTION

“THAT subject to and conditional upon the granting by the Listing Committee of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) the listing of and permission to deal in the shares which may fall to be issued and allotted by the Company under the proposed share option scheme of the Company (the “New Share Option Scheme”, a copy of which has been produced to the meeting marked ‘A’ and initialed by the chairman of the meeting for the purpose of identification), the principal terms of the New Share Option Scheme be and is hereby approved and the directors of the Company (“Directors”) be authorised to grant options and allot and issue shares of the Company pursuant to the New Share Option Scheme, and that the Directors be and are hereby authorised to do all such acts and to enter into all such transactions and arrangements as may be necessary and expedient in order to give effect to the New Share Option Scheme, provided that the total number of shares which may be allotted or issued upon exercise of all share options granted thereunder shall not exceed 10% of the total number of issued shares of the Company as at the close of business on the date on which this resolution is passed.”

NOTICE OF ANNUAL GENERAL MEETING

SPECIAL RESOLUTION

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

“**THAT** the memorandum and articles of association of the Company be amended in the manner as set out in the circular of the Company dated 21 July 2022 (the “Circular”), and the amended and restated memorandum and articles of association of the Company (the “New Memorandum and Articles of Association”) (a copy of which has been produced to this meeting and marked “B” and initialed by the chairman of this meeting for the purpose of identification) which consolidates all the proposed amendments mentioned in the Circular, be and is hereby approved and adopted in substitution for and to the exclusion of the existing amended and restated memorandum and articles of association of the Company with immediate effect after the close of this meeting and that any one Director and the company secretary of the Company be and is hereby authorised to do all things necessary to implement the adoption of the New Memorandum and Articles of Association of the Company.”

By order of the Board
Get Nice Holdings Limited
Kam, Eddie Shing Cheuk
Company Secretary

Hong Kong, 21 July 2022

Registered Office:

Second Floor
Century Yard
Cricket Square
P.O. Box 902
Grand Cayman KY1-1103
Cayman Islands

Principal place of business in Hong Kong:

G/F – 3/F
Cosco Tower
Grand Millennium Plaza
183 Queen’s Road Central
Hong Kong

NOTICE OF ANNUAL GENERAL MEETING

Notes:

1. A member of the Company entitled to attend and vote at the meeting convened by the above notice is entitled to appoint a proxy to attend and vote in his/her stead. A proxy need not be a member of the Company. In order to be valid, the completed proxy form, together with the power of attorney or other authority (if any) under which it is signed or a notarial certified copy of that power of attorney or authority, must be deposited at the Company's branch share registrar, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (if the form of proxy will be deposited before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the form of proxy will be deposited on or after 15 August 2022) not less than 48 hours before the time fixed for holding the meeting or adjourned meeting (as the case may be).
2. The register of members of the Company will be closed during the following periods:
 - (i) from Monday, 22 August 2022 to Thursday, 25 August 2022, both dates inclusive, during which period no transfer of shares of the Company ("Shares") will be registered. In order to qualify for attending and voting at the Annual General Meeting, all transfers of Shares accompanied by the relevant share certificates, must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (if the transfer will be lodged before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the transfer will be lodged on or after 15 August 2022) not later than 4:30 p.m. on Friday, 19 August 2022.
 - (ii) from Thursday, 1 September 2022 to Friday, 2 September 2022, both dates inclusive, during which period no transfer of Shares will be registered. In order to qualify for the proposed final dividend, all transfers of Shares accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Secretaries Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong (if the transfer will be lodged before 15 August 2022) or 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong (if the transfer will be lodged on or after 15 August 2022) not later than 4:30 p.m. on Wednesday, 31 August 2022.
3. As at the date hereof, the executive Directors are Mr. Hung Hon Man (Chairman), Mr. Cham Wai Ho, Anthony (Deputy Chairman) and Mr. Kam, Eddie Shing Cheuk (Chief Executive Officer). The independent non-executive Directors are Mr. Siu Hi Lam, Alick, Mr. Man Kong Yui and Mr. Sun Ka Ziang, Henry.