

日期：2018年2月7日

香港雲能國際投資有限公司
(Yunnan Energy Investment (HK) Co. Limited)

與

中國金洋集團有限公司
(China Goldjoy Group Limited)

與

正維有限公司
(Right Dimension Limited)

與

永勤集團有限公司
(Forever Assiduous Group Limited)

關於

雲能國際控股集團有限公司
(Yunnan International Holding Group Limited)
的

股東協議

本協議由下列各方於2018年2月7日在香港簽訂：

- (1) **香港雲能國際投資有限公司 (Yunnan Energy Investment (HK) Co. Limited)**，一家依據香港法律設立並存續的有限公司，其註冊地址為香港灣仔港灣道26號華潤大廈20樓2006-10室（以下簡稱「甲方」）；
- (2) **中國金洋集團有限公司 (China Goldjoy Group Limited)**，一家依據開曼群島法律成立並存續的有限公司，其營業地址為香港金鐘道89號力寶中心二座19樓1908-1909室（以下簡稱「乙方」）；
- (3) **正維有限公司 (Right Dimension Limited)**，一家依據英屬維爾京群島法律成立並存續的有限公司，其註冊地址為Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（以下簡稱「丙方」）；及
- (4) **永勤集團有限公司 (Forever Assiduous Group Limited)**，一家依據英屬維爾京群島法律成立並存續的有限公司，其註冊地址為Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（以下簡稱「丁方」）。

甲方、乙方、丙方及丁方合稱「各方」，單獨稱為「一方」。

鑒於：

- (A) 本協議各方同意簽署本協議，並根據本協議按開曼群島法律共同成立**雲能國際控股集團有限公司 (Yunnan International Holding Group Limited)**（以下簡稱「該公司」或「公司」）。
- (B) 該公司的法定股本為港幣2,000,000,000元，分為2,000,000,000股，每股港幣1元的股份。甲方、乙方、丙方及丁方分別承諾出資港幣800,000,000元、港幣720,000,000元、港幣320,000,000元及港幣160,000,000元，認購800,000,000股、720,000,000股、320,000,000股及160,000,000股該公司的股份。
- (C) 在完成該公司的成立及發行相關股份後，甲方、乙方、丙方及丁方將分別佔該公司已發行股本的40%、36%、16%及8%。
- (D) 本協議各方同意簽署本協議以規管該公司及其附屬公司的業務發展、財務及運營管理，及約定各方的權利及義務。

各方協議如下：

1. 定義

1.1 除非本協議中另行定義，在本協議（包括其引述中）的下列詞語應具如下含義：

「公司章程」	指附件一所列的公司章程。
「董事會」	就公司及其附屬公司而言，指該公司及其附屬公司的董事會。
「營業日」	指位於香港的銀行對外營業的任何一天（星期六、星期日及公眾假期除外）。
「中國」	指中華人民共和國，就本協議而言不包括香港、澳門特別行政區及台灣。
「香港」	指中國香港特別行政區。
「開曼」或「開曼群島」	指Cayman Islands（英屬）開曼群島。
「產權負擔」	指任何性質的任何擔保物權、索賠、限制、權益、押記、認購權、收購權、按揭、質押、留置權或其它形式的抵押、質押等第三方權利。
「交易」	與《上市規則》第14章中定義的交易具有相同的含義。
「盈利」	扣除稅項以外的所有費用但未計入非控股權益的純利。
「港幣」	指香港的法定貨幣。
「股東協議」	指甲方、乙方、丙方及丁方於2018年2月7日簽署的股東協議，即本協議。
「附屬公司」	與《公司條例》（香港法第622章）中定義的附屬公司具有相同的含義。
「聯交所」	香港聯合交易所有限公司。
「上市規則」	聯交所證券上市規則，及其不時的修改。
「%」	百分比。

1.2 本協議中的標題不影響對本協議的解釋。

1.3 本協議中明文約定任何一方承擔任何義務，即要求該方盡可能行使其所能夠行使的對他人事務的一切權利和控制（不論直接或間接），以保證該義務的履行。

1.4 在本協議中，除非另有說明，否則：

- (a) 所稱附件指本協議附件；
- (b) 所稱或所定義的任何文件指該文件按其條款不時修訂的版本；
- (c) 所稱法律或政府批文指該法律或政府批文經不時修訂的版本；
- (d) 所稱任何身份的人包括其該種身份的獲准繼承人或受讓人，對於政府機構則指其繼續履行其任何職能者；
- (e) 所定義詞語的陽性、陰性或中性詞語包括所有性別；及
- (f) 「包括」一詞視為繼以「但不限於」。

2. 投資方案

2.1 法定股本

- (a) 各方同意，該公司的法定股本為港幣2,000,000,000元，分為2,000,000,000股，每股港幣1元。
- (b) 甲方、乙方、丙方及丁方分別承諾出資港幣800,000,000元、港幣720,000,000元、港幣320,000,000元及港幣160,000,000元，認購800,000,000股、720,000,000股、320,000,000股及160,000,000股該公司的股份。各方同意根據公司業務發展需要按照持股比例同時出資。任何一方不按照本協議約定繳納出資的，除應當向公司足額繳納外，還應當向已按期繳納出資的股東承擔違約責任。
- (c) 各方認購股份採取現金形式，應按承諾認購股份於2018年 月 日前一次性出資到位，且不得擅自撤回，各方具體認購股份佔比情況如下表：

序號	股東名稱	認購股份數	認購金額 (港幣)	佔已發行 股本比例
1.	香港雲能國際投資有限公司 (Yunnan Energy Investment (HK) Co. Limited)	800,000,000	800,000,000	40%
2.	中國金洋集團有限公司 (China Goldjoy Group Limited)	720,000,000	720,000,000	36%
3.	正維有限公司 (Right Dimension Limited)	320,000,000	320,000,000	16%
4.	永勤集團有限公司 (Forever Assiduous Group Limited)	160,000,000	160,000,000	8%

- 2.2 經營範圍：該公司經營範圍围绕能源、金融等領域開展法律允許的業務（經核准的為準）。
- 2.3 該公司性质：該公司是有限責任公司，各方承擔有限責任。
- 2.4 籌備階段：自本協議簽訂之日起至該公司經法定登記成功之日止，各方成立籌備組，籌備組成員由各方派員組成，代表該公司股東組織、協調、申辦該公司設立事務。
- (d) 籌備組組織起草申辦設立該公司的各類文件。各方應積極配合籌備組的籌辦該公司的各項工作。
- (e) 該公司籌建費用：籌建費用開支（包括但不限於註冊辦理、租賃、裝修、招聘人員等事宜產生的費用）由該公司承擔。如各方任一方代為墊付籌辦費用，該公司成功設立后該費用由該公司依據實際費用或開支的相應票據原件返還及承擔。
- 2.5 資金與財務管理
- (f) 該公司成立前，籌備費用開支與賬目應做到日清月結，并將相關單據原件留存；
- (g) 該公司成立後，資金應由該公司賬戶統一收支，并由首席財務官及經公司聘任的財務人員處理，但各方與董事會、有權監管其運用情況。
- 2.6 盈虧分配：該公司及附屬公司的利潤和虧損，由各方按照其持權比例分享和承擔。
- 2.7 利潤分配：受限於使用的法律，以及受限於滿足以下所有先決條件：
- (h) 如公司有淨累計利潤並且公司在該財政年度未遭受損失，則應當考慮支付股利；
- (i) 在公司提取了一定比例的稅後利潤作為資本公積或計提損失準備之後；
- (j) 在其計提以及/或者償付公司成本之後；
- (k) 在其為未來現金需求做出計提之後（包括擴張的可能，流動資金，資本支出，以及在需要的維修費用之後的其他真實的或有的負債）；
- (l) 如果仍然有可用資產（包括在相應財政年度來自發行普通股的收入以及任何第三方承諾的借款）；及
- (m) 在公司股東大會通過相關決議之後，董事會應當宣告，如有，至少30%的當年淨利潤作為股利發放，並且應當要求公司儘早分配可分配現金股利，但不可超過財政年度結束後的三個月按照股東的持股比例分發。

3. 董事會組成及董事會決議

3.1 董事會組成

- (a) 該公司董事會將由5名董事組成，甲方、乙方及丙方分別委派2名、2名和1名董事。董事會設一名董事會主席與一名副主席，董事會主席由甲方委派的一名董事擔任，董事會副主席由乙方委派的一名董事擔任。根據公司發展需要，公司可以設置獨立董事若干名，獨立董事人選由董事會選聘；
- (b) 出席董事會的人數應超過董事總人數的2/3以上，且董事會決議應經由全體董事人數過2/3以上通過。當表決票數相等時，董事會主席即有權投決定票。如決議未能被董事會會議通過，在該董事會會議之後的七天內公司可以召開臨時董事會，並在其他專家調解人出席的情況下，再次決議上述事項；
- (c) 該公司設一名首席執行官，由乙方提名，并由董事會委任。該公司設一名執行副總裁和一名首席財務官，由甲方提名，并由董事會委任。該公司其他高級經營管理層人員，均由該公司根據實際需要設置，并以市場招聘方式篩選適宜的人選，由董事會聘任；及
- (d) 各方同意本協議第3.1條的約定適用於每一家附屬公司，各方承諾在本協議生效後30日內採取必要的行動促使每一家附屬公司董事會及高級管理人員的構成符合本條約定（如適用）。但各方另行達成一致意見的除外。

3.2 下述事項為董事會職權範圍，需以召開董事會會議形式，決議通過之後方可進行：

- (a) 召集股東大會，并向股東大會匯報工作；
- (b) 決定該公司的經營計劃及投資方案；
- (c) 制定該公司年度財務預算方案、決算方案；
- (d) 制定該公司利潤分配方案和彌補方案；
- (e) 制定該公司增加或減少股本、發行證券及上市方案；
- (f) 擬定該公司股份的發行和贖回方案或該公司重大收購、合併、分立、解散及變更該公司形式（性質）的方案；
- (g) 在股東大會授權範圍內，決定該公司對外投資、收購或出售資產、資產抵押、對外擔保事項、委託理財等事項；
- (h) 決定該公司內部管理機構的設置；

- (i) 根據乙方的提名推薦，批准該公司的首席執行官的委任；根據甲方的提名推薦，批准委任該公司的首席財務官。根據首席執行官為首的該公司的其他高級管理人員。確定首席執行官、首席財務官與其他管理人員的薪酬、職責及獎懲事項；
- (j) 制定該公司的基本管理制度；
- (k) 提出該公司章程修改的建議方案；
- (l) 建議、制定、執行、該公司員工股票期權計畫；
- (m) 審閱、執行該公司支付發起和組建公司所發生的一切費用；
- (n) 管理該公司信息披露事項；
- (o) 向股東大會提請聘請或更換為該公司審計的會計師事務所；
- (p) 聽取、首席執行官、首席財務官等經營管理層人員的工作匯報并檢查高級管理人員的工作；及
- (q) 適用於有關法律、公司章程、本協議授予的其他職權。

3.3 董事會運用該公司資產所做出對外投資、收購與出售該公司資產、貸款審批、資產抵押、對外擔保、委託理財、關聯交易的權限為：向股東大會提案、建議、執行該公司或附屬公司所涉及的任一一項關聯交易或重大事項（參照第4.2款），但無權決定。

4. 股東大會議事規則與審議事項

4.1 股東大會由本協議各方全體組成，該公司召開股東大會、分配股利、清算及從事其他需要確認股權的行為時，由董事會決定某一日為股權登記日，股權登記日結束時登記在冊的股東為公司股東。股東大會依據註冊地法律、公司章程及股東協議的規定對重大事項進行決策。各方依據其持有的股份數額在股東大會上行使表決權。

重大事項指該公司的：

- (i) 有關交易在參照《上市規則》後被視為關連交易；
- (ii) 有關交易所涉及的資產總值高於該公司現時經審計的資產總值的25%；
- (iii) 有關交易所涉及資產應佔的收入高於該公司上一個會計年度經審計的營業總收入的25%；
- (iv) 有關交易所涉及資產應佔的盈利高於公司上一個會計年度經審計的盈利總額的25%（若該公司交易所涉及資產應佔的盈利或該公司上一個會計年度經審計的盈利為負，則以該公司有關交易所涉及資產應佔的毛利高於該公司上一個會計年度經審計的毛利總額的25%為計算基準）；
- (v) 有關交易所涉及支付代價高於該公司現時經審計的總資產的25%；
- (vi) 增加或減少該公司股份總數超過該公司已發行股本的25%；
- (vii) 業務發展方向及主營業務的改變；

- (viii) 解散或清算、或制定相關方案、或為清算重組提交請求和申請；
- (ix) 與股權置換或協議控制相關的事宜；
- (x) 與決定該公司在證券市場公開發行該公司股份及上市相關的事宜；
- (xi) 修改該公司組織大綱和公司章程；及
- (xii) 決定該公司的利潤分配及彌補損失的政策。

4.2 除對以上重大事項的決策權外，股東大會職權範圍如下：

- (n) 選舉和更換董事、決定董事的薪酬、職權事項及對董事的授權；
- (o) 任命或重選該公司的審計師；以及決定審計師的薪酬的計算或者額外的薪酬或是薪酬的計算方式；
- (p) 審議批准董事會的工作報告；
- (q) 審議批准該公司的年度財務預算方案、決算方案、審計報告；
- (r) 審議批准該公司的利潤分配方案和彌補虧損方案；
- (s) 審閱和批准經營策略和投資計畫；
- (t) 審議批准該公司員工股票期權計畫；
- (u) 審議該公司股份的發行和贖回方案或公司重大收購、合併、分立、解散及變更公司形式（性質）的方案；及
- (v) 審議由該公司註冊地法律、公司章程規定應由股東大會決議的其他事項。

4.3 股東大會分為週年股東大會和臨時（或特別）股東大會，週年股東大會每年至少召開一次。各方（下稱「**提議股東**」）或三分之二以上董事提議董事會召開臨時股東大會時，應以書面形式向董事會提出會議議題和內容完整的提案，且該提案應符合註冊地及其他有關法律、公司章程及股東協議的規定。

4.4 董事會在收到提案股東的書面提議後15日內作出反饋，如書面提議未經得董事全體人數2/3以上多數通過的，不得召開臨時股東大會並應及時書面通知該提案股東。如董事會就書面提案召開臨時股東大會應發出召開股東大會通知的。

4.5 股東大會應由持有該公司已發行股份的2/3以上的股東出席會議方可召開，由該公司董事會召集、由董事會主席主持。各方可親自出席股東大會，也可書面委託代理人代為出席和表決。股東大會對列入會議議程的事項均應予以表決，每一份股份享有一票表決權，表決方式為記名式投票表決。股東大會決議應由出席股東大會股東持有表決權的股份占該公司全部已發行股份的2/3以上表決通過方可進行。

5. 優先購買權

- 5.1 受限於第5.2條的規定，各方均可以自由轉讓或出售其持有的該公司股票。
- 5.2 若任何一方決定轉讓或出售其持有的該公司股份，則其他各方享有購買該等股權的優先權（以下簡稱「**優先購買權**」）。
- (a) 若任何一方擬轉讓或出售其持有的該公司股份，該出讓方須向其他各方發出載於附件二的書面通知（該通知應載明交易對方的基本資料、交易條款、交易完成的條件、對價決定基準、轉讓後出讓方持股比例等與該股份轉讓或出售相關的信息），而其他各方在收到該等通知後20個營業日內，有權給與出讓方書面答覆是否按書面通知的同等條件行使優先購買權。其他各方如果沒有在20個營業日內給予出讓方任何答覆，於20個營業日期滿之日被視為其他各方已經放棄行使該優先購買權。一旦其他各方書面答覆放棄或被視為放棄行使優先購買權，出讓方方可向第三方以給予其他各方的通知所列出的條款轉讓或出售其股份；
- (b) 如其他各方決定行使優先購買權，出讓方向其他各方承諾將採取所有必要的行動、簽署一切必要的文件促使該公司股份以發給其他各方的通知所列出的條款於其他各方發出書面答覆日期後90日內轉讓給其他各方或其指定方；及
- (c) 就本第5條而言，出讓方的實際擁有人直接或間接轉讓部分或全部出讓方股份，被視為出讓方相應的轉讓其持有的該公司股份。
- 5.3 若任何一方決定轉讓或出售其持有的公司股份，即出讓方出售股份時，其他各方有權跟隨出售，具體隨售規則由各方另行約定。

6. 違約/賠償

- 6.1 在不限制各方的權利或以其他方式影響各方以其他理由提出損害賠償的權利主張的能力的情況下，如果任何本協議訂立的條款被違反，違反方應向其他各方支付：
- 6.2 其他各方的所有損失，以使其他各方處於如果該條款未被違反，其本應處於的地位。
- 6.3 其他各方於上述違反相關或由此產生的所有費用和支出，以及因任何違反而在與下列各項有關的任何行動開始之前或之後可能發生的任何費用（包括支付律師及其自身客戶的法律費用、財務顧問費用及其他專業顧問費用）、支出或其他責任，即（i）其他各方提出任何條款已被違反，且其他各方勝訴的任何法律程序；或（ii）與該權利主張有關的任何和解或判決的執行。

- 6.4 依據本協議訂立的條款，違反方賠償其他各方並使其他各方免受傷害於因該違約方未遵守任何條款，或由其導致、產生或以其為依據而使其他各方或公司可能直接或間接蒙受或遭受的任何損失（無論現金或非現金形式的損失）、債務或開支（包括但不限於合理的法律費用）。
- 6.5 違反方同意，因違反方的任何行為、情形導致其他各方持有的該公司股份對應的權益的任何及所有損失向其他各作出賠償。
- 6.6 本第6條下的賠償金額累計不得超過認購金額。

7. 費用

除非本協議另有規定包括受制於第6條，本協議各方應各自承擔其就磋商、草擬或完成本協議和本協議所預期的一切事宜所產生或有關的法律及其他費用、收費、稅務及支出。

8. 保密

除法律或其他監管機構要求外，任何一方在未獲協議其他方的書面同意前（有關同意不得被無理拒絕），不得發表、亦不得准許任何人士發表任何與本協議的事宜或任何附帶事項有關的公告或向第三方披露本協議中的內容。

9. 通知

須由一方給予其他方的任何通知應以書面作出，在（a）由專人送遞交付時，（b）以郵資預付的已確認或掛號郵件寄出後48小時（寄往國外地址的航空信函則為72小時），（c）由有信譽的快遞服務寄出時，或（d）通過傳真發送時應被視為已有效發出、作出和送到，且在指定其他位址前，應使用下列位址：

- (a) 致甲方：
地址： 香港灣仔港灣道26號華潤大廈20樓2006-10室
傳真號碼： (852) 3464 0187
收件人： 張錦燦先生
- (b) 致乙方：
地址： 香港金鐘道89號力寶中心二座19樓1908-1909室
傳真號碼： (852) 2419 1223
收件人： 李敏斌先生
- (c) 致丙方：
地址： Vistra Corproate Services Centre, Wickhams Cay II,
Road Town, Tortola, VG1110, British Virgin Islands
傳真號碼：
收件人： 王岱先生

(d) 致丁方：
地址： Vistra Corporate Services Centre, Wickhams Cay II,
Road Town, Tortola, VG1110, British Virgin Islands
傳真號碼：
收件人： 張振純先生

10. 一般條款

- 10.1 本協議的任何修改須經各方書面同意方能生效。
- 10.2 本協議其中一方未有或延遲行使其在本協議下的任何權力、權利或補救措施，絕不構成放棄行使有關權力、權利或補救措施；協議其中一方放棄追究協議其他方的任何特定違約行為，絕不影響或妨礙其對協議其他方的任何其他違約行為、或其後的同類或不同類的違約行為，作出追究或行使其可以行使的權力、權利或補救措施；協議其中一方單次行使其在本協議項下的權力、權利或補救措施，並不排除其再度行使有關權力、權利或補救措施，或行使任何其他權力、權利或補救措施；協議其中一方行使其在本協議項下的部分權力、權利或補救措施，並不排除其行使任何其他權力、權利或補救措施。
- 10.3 本協議賦予協議各方的約定權力、權利或補救措施，並不排除任何其他權力、權利或補救措施，而應是累加性的，並應補充現時或日後法律、法規、合同規定或其他規定賦予的其他各項權力、權利及補救措施。
- 10.4 本協議任何一方均不得轉讓或轉移其於本協議項下的任何權利或義務。
- 10.5 本協議的簽署及履行在各方之間不構成任何性質的合夥關係。
- 10.6 本協議可由協議各方簽署任何份數的副本或於不同的副本上，任何如此簽署的副本將視同正本，但所有簽署本應為相同的文件且對本協議各方皆具有約束力。
- 10.7 本協議未盡事項，各方可另行簽署補充協定，補充協定與本協定具有同等法律效力。

11. 期限

- 11.1 本協議於各方簽署時立即生效，直至該公司停止經營並註銷登記之時終止。如甲方、乙方、丙方或丁方中任何一方依據本協議約定而不再直接或間接持有該公司股份的，對該方而言，本協議於該方不再直接或間接持有該公司股份之時對該方終止相關法律約束力。

11.2 如有以下情形，本協議即終止：

- (a) 公司因客觀原因未能設立；
- (b) 公司被依法宣告破產或清盤；及
- (c) 各方一致同意解除本協議，終止公司經營。

12. 給股東的報告

12.1 公司的帳簿應當在年底之後審計，審計的公司應當是在香港具有知名度的會計師事務所，審計公司由公司董事會選定。所有給股東的報告應當按照會計準則編制。無論何種情況，公司都應當編制獨立的會計報表，並由公司獨立的會計師審閱。公司的未審計的半年報應當於半年度過後的 30 日之前分發給股東。財政年度終了後的 90 天內，董事會應當竭力將審計的財務報表分發給各股東。

13. 適用法律及管轄權

- 13.1 本協議與公司註冊相關事項除因公司註冊地法律強制性規定而受註冊地法律管轄外，其他方面均受香港法律管轄，並按其解釋。
- 13.2 因本協議的任何條款或因違反本協議的任何條款而引起的或與之相關的任何爭議或索賠，除非經各方協議解決，否則本協議各方同意不可撤銷地服從香港法院的非專屬管轄權。

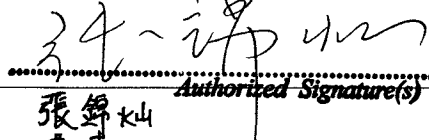
14. 冲突

- 14.1 如有任何本協議一方為簽署方的合同、協議、備忘、承諾、章程等書面文件中的條款及/或公司章程的條款與本協議中的條款衝突，以本協議的約定為準；
- 14.2 如果本協議與適用的法律法規有衝突，相關涉及股東關係的事項以適用法律為準。股東應當行使其權利以促成章程等相關條款的修訂、豁免或中止，以使得公司以本協定約定的方式管理；及
- 14.3 各方同意該公司的組織架構、公司治理、公司經營等規則均應遵從香港上市公司的治理規則，如本協議、公司章程與聯交所上市規則相衝突的，以聯交所上市規則為準。

本協議已於頁首所書之日由各方正式授權代表簽署，以茲證明。

甲方：香港雲能國際投資有限公司 (Yunnan Energy Investment (HK) Co. Limited)

For and on behalf of
YUNNAN ENERGY INVESTMENT (HK) CO. LIMITED
香港雲能國際投資有限公司

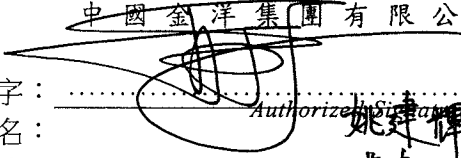
簽字： 
Authorized Signature(s)

姓名：張錦山

職務：董事

乙方：中國金洋集團有限公司 (China Goldjoy Group Limited)

For and on behalf of
CHINA GOLDJOY GROUP LIMITED
中國金洋集團有限公司

簽字： 
Authorized Signature(s)

姓名：姚建輝

職務：董事

丙方：正維有限公司 (Right Dimension Limited)

簽字： _____

姓名：

職務：

丁方：永勤集團有限公司 (Forever Assiduous Group Limited)

簽字： _____

姓名：

職務：

本協議已於頁首所書之日由各方正式授權代表簽署，以茲證明。

甲方：香港雲能國際投資有限公司（Yunnan Energy Investment (HK) Co. Limited）

簽字： _____
姓名：
職務：

乙方：中國金洋集團有限公司（China Goldjoy Group Limited）

簽字： _____
姓名：
職務：

丙方：正維有限公司（Right Dimension Limited）

For and on behalf of
RIGHT DIMENSION LIMITED
正 維 有 限 公 司

簽字： _____
姓名： 朱宏標
職務： 董事

Authorized Signature(s)

丁方：永勤集團有限公司（Forever Assiduous Group Limited）

For and on behalf of
FOREVER ASSIDUOUS GROUP LIMITED
永 勤 集 團 有 限 公 司

簽字： _____
姓名： 馬獻文
職務： 董事

Authorized Signature(s)

附件一

[公司章程]

**THE COMPANIES LAW (2013 REVISION)
OF THE CAYMAN ISLANDS**
开曼群岛公司法（2013 修订版）

*******LIMITED**
******有限公司**

An Exempted Company Limited By Shares

有限公司

MEMORANDUM AND ARTICLES OF ASSOCIATION
备忘录和章程

**THE COMPANIES LAW (2013 REVISION)
OF THE CAYMAN ISLANDS**

MEMORANDUM OF ASSOCIATION

OF

*******LIMITED**

*******有限公司**

An Exempted Company Limited By Shares

有限公司

1 NAME

名称

The name of the Company is *****LIMITED

*****有限公司.

2 STATUS

状态

The Company is a company limited by shares.

本公司为有限公司。

3 REGISTERED OFFICE

注册办事处

The registered office of the Company is at Harneys Services (Cayman) Limited, Cayman Islands or at such other place as the Directors may from time to time decide.

本公司的注册办事处位于 开曼；董事可能不时决定的其他地点。

4 OBJECTS AND CAPACITY

目的和能力

Subject to paragraph 9 of this Memorandum, the objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law or any other law of the Cayman Islands. The Company is a body corporate capable of exercising all the functions of a natural person of full capacity, irrespective of any question of corporate benefit.

在本备忘录第 9 段的限制下，本公司所设立的目的不受限制，且本公司有权执行公司法或开曼群岛任何其他法律所不禁止的任何目的。本公司是一家法人团体，无论公司利益有任何问题，都能够行使全部股东的所有职能。

5 SHARE CAPITAL

股本

The share capital of the Company is HK\$2,000,000,000 divided into 2,000,000,000 Shares of a par value of HK\$1.00 each.

本公司股本为 2,000,000,000 港币，分为 2,000,000,000 股每股面值 1.00 港币的股份。

6 LIABILITY OF MEMBERS

股东的责任

The liability of each Member is limited to the amount from time to time unpaid on such Member's Shares.

每位股东的责任仅限于该会员股份上不时支付的款项。

7 CONTINUATION

存续

The Company may exercise the powers contained in the Companies Law to transfer and be registered by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be de-registered in the Cayman Islands.

根据开曼群岛以外任何司法权区的法律，本公司可行使公司法所载的权力转让及持续注册为股份有限公司，并将在开曼群岛注销。

8 DEFINITIONS

定义

Capitalised terms used and not defined in this Memorandum of Association shall bear the same meaning as those given in the Articles of Association of the Company.

本公司组织章程大纲中使用和未定义的词汇与本公司章程具有相同的含义。

9 EXEMPTED COMPANY

公司

The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this section shall be construed as to prevent the Company effecting and

concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.

本公司将不会在开曼群岛与任何人士，商号或公司进行贸易，除了促进开曼群岛以外的公司业务；惟本条不得解释为阻止本公司在开曼群岛执行及签订合同，并在开曼群岛行使在开曼群岛以外经营其业务所需的一切权力。

The undersigned subscribes its name to this Memorandum of Association to form an incorporated company with limited liability to carry out the lawful purposes set out in this Memorandum of Association and agrees to take the number of Shares set out below.

签字人签署本组织章程大纲，以组建一家有限责任公司，履行本组织章程大纲所规定的合法目的，同意以下述股份数目。

Dated:

日期:

SUBSCRIBER

NUMBER OF SHARES TAKEN

认购人

获得的股份数量

公司名称及地址

Share
股

.....
Acting as duly authorised signatory
For and on behalf of
Harneys Services (Cayman) Limited

担任正式授权的签字人

代表

(Cayman) Limited

.....
Mariskca Blackman 人名

Witness to the above signature

见证上述签名

THE COMPANIES LAW (2013 REVISION)

OF THE CAYMAN ISLANDS

开曼群岛公司法（2013 修订版）

ARTICLES OF ASSOCIATION OF

公司章程

***** LIMITED

*****有限公司

An Exempted Company Limited By Shares

有限公司

1 DEFINITIONS AND INTERPRETATION

1 定义和解释

- 1.1 The Regulations contained in Table A in the First Schedule to the Companies Law do not apply to the Company. In these Articles of Association, if not inconsistent with the context, the following words and expressions shall have the following meanings:

1.1 “公司法”附表一所列的规定不适用于本公司。在本章程中，如果不与上下文不一致，下列词语具有以下含义：

Articles means these Articles of Association;

“条款”是指本章程；

Companies Law means the Companies Law (2013 Revision), as amended or re-enacted from time to time;

“公司法”是指不时修订或重新颁布的“公司法”（2013 年修订版）

Company means the above named company;

公司是指上述公司；

Director means a director of the Company appointed in accordance with these Articles;

董事是指根据本章程任命的公司董事；

Distribution means a distribution, dividend (including an interim dividend) or other payment or transfer of property of the Company on or in respect of a Share (save in respect of its redemption or repurchase);

分派指本公司就股份或就股份作出的分派，派发股息（包括中期股息）或其他付款或转让财产（除赎回或购回外）；

Electronic Transactions Law means the Electronic Transactions Law of the Cayman Islands;

“电子交易法”是指开曼群岛的“电子交易法”

Member has the same meaning as in the Companies Law;

成员具有与“公司法”相同的含义；

Memorandum means the Memorandum of Association of the Company;

备忘录是指公司的组织章程大纲；

Officer means any person appointed by the Directors to hold an office in the Company;

人员是指由董事任命的在本公司任职的人员；

Ordinary Resolution means a resolution:

- (a) passed by a majority of such Members as, being entitled to do so, vote in person or by proxy at a general meeting of the Company; or
- (b) approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members.

普通决议是指决议：

(a) 经过本公司股东过半数通过，有权亲自或由代表出席本公司股东大会；要么

(b) 所有有权在本公司股东大会上以一份或多于一份由一名或多名成员签署的文书投票的股东书面批准。

Register of Directors and Officers means the register of Directors and Officers maintained by the Company in accordance with these Articles;

董事，高级管理人员是指公司按照本章程规定设立的董事，高级管理人员名册；

Register of Members means the register of Members referred to in these Articles;

会员名册是指本章程中所提及的会员名册；

Registrar means the Registrar of Companies and includes the Deputy Registrar of Companies;

注册主任是指公司注册处处长，并包括公司注册处处长；

Registered Office means the registered office for the time being of the Company;

注册办事处是指公司当时的注册办事处；

Seal means any seal which has been duly adopted as the common seal of the Company and includes every duplicate seal;

印章是指作为公司印章适当采用的任何印章，包括每一个印章；

Secretary means the person appointed to perform any or all of the duties of secretary of the Company, including any assistant secretary;

秘书指获委任履行本公司秘书任何或全部职责的人员，包括任何助理秘书；

Share means a share in the capital of the Company, including a fraction of a share issued or authorised to be issued by the Company;

股份指本公司股本中的股份，包括本公司已发行或授权发行的部分股份；

Special Resolution means a special resolution passed in accordance with Section 60 of the Companies Law, being a resolution:

- (a) passed by a majority of not less than two-thirds of such Members as, being entitled to do so, vote in person or by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a Special Resolution has been duly given; or
- (b) approved in writing by all of the Members entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Members;

特别决议是指根据“公司法”第60条通过的特别决议，是一项决议：

- (a) 获得不少于三分之二股东通过，并有权亲自或通过受委代表在本公司的股东大会上投票通过，其中明确表示有意提议该决议为特别决议已经适当给予；要么
- (b) 所有有权在本公司股东大会上以一份或多于一份由一名或多于一名成员签署的文书投票的成员书面批准；

Treasury Share means a Share that has been repurchased, redeemed, surrendered to or otherwise acquired by the Company and not cancelled; and

库存股指股份已被购回，赎回，交回或以其他方式被本公司收购而未被取消；和

Written includes information generated, sent, received or stored by electronic, electrical, digital, magnetic, optical, electromagnetic, biometric or photonic means, including electronic data interchange and electronic mail in accordance with the Electronic Transactions Law and in writing shall be construed accordingly.

书面包括根据“电子交易法”以电子，电子，数字，磁性，光学，电磁，生物或光子手段（包括电子数据交换和电子邮件）生成，发送，接收或存储的信息，并以书面形式作出相应的解释。

1.2 In the Memorandum and these Articles, unless the context otherwise requires a reference to:

- (a) words importing the masculine gender include the feminine gender;
- (b) any Cayman Islands law or regulation, is a reference to such law or regulation as amended or re-enacted from time to time;
- (c) the singular includes the plural and vice versa;
- (d) a person includes all legal persons and natural persons; and
- (e) legal persons include all forms of corporate entity and any other person having capacity to act in its own name created by or in accordance with the laws or regulations of any jurisdiction.

1.2 在备忘录及本细则中，除文义另有所指外：

- (a) 输入性别的词包括女性的性别；
- (b) 开曼群岛的任何法律或规例是指不时修订或重新制定的该等法律或规例；
- (c) 单数包括复数，反之亦然；
- (d) 一个人包括所有的法人和自然人；和
- (e) 法人包括所有形式的法人实体和任何其他有能力以自己的名义行事的人，或者依照任何司法管辖区的法律或法规创建的人。

1.3 Headings are for ease of reference only and shall be disregarded in interpreting the Memorandum and the Articles.

1.3 标题仅供参考，在解释备忘录和细则时不予考虑。

2 COMMENCEMENT OF BUSINESS

2 开始营业

2.1 **Commencement.** The business of the Company may be commenced at such time as determined by the Directors.

2.1 开工。本公司的业务可于董事决定的时间开始。

2.2 **Commencement Costs and Expenses.** The Directors may pay, out of capital or other money of the Company, all costs and expenses incurred in the establishment and registration of the Company.

2.2 开工成本和费用。董事可以用本公司的资金或其他款项支付本公司设立及注册所产生的一切费用及开支。

3 REGISTERED SHARES

3 注册股份

3.1 **Registered Shares.** The Company shall issue registered Shares only.

3.1 注册股份。本公司只会发行登记股份。

3.2 **No Bearer Shares.** The Company is not authorised to issue bearer Shares, convert registered Shares to bearer Shares or exchange registered Shares for bearer Shares.

3.2 没有不记名股份。本公司无权发行不记名股份，将已登记股份转换为不记名股份或换取不记名股份的已登记股份。

4 SHARE CERTIFICATES

4 股份证书

4.1 **Share Certificates.** Unless and until the Directors resolve to issue share certificates, no share certificate shall be issued, and the records of the shareholdings of each Member shall be in uncertified book entry form. If the Directors do resolve to issue share certificates in respect of any one or more classes of Shares, then every Member holding such Shares shall be entitled, upon written request only, to a certificate signed by a Director or Secretary, or any other person authorised by a resolution of the Directors, or under the Seal specifying the number of Shares held by him and the signature of the Director, Secretary or authorised person and the Seal may be facsimiles or affixed by electronic means pursuant to the Electronic Transactions Law.

4.1 股份证书。除非董事决议发行股票，否则不得发行股票，每位股东的股权记录应使用未经核证的登记表格。倘董事确实决定就任何一类或多类股份发行股票，则每名持有该等股份的成员均有权仅以书面要求向由董事或秘书或任何其他授权人士签署的证书。董事会通过决议，或根据印章规定其持有的股份数量以及署长，秘书或授权人员的签名，并且印章可以是传真或根据“电子交易法”以电子方式加盖。

4.2 **Indemnity and Replacement.** Any Member receiving a certificate shall indemnify and hold the Company and its Directors and Officers harmless from any loss or liability which it or they may incur by reason of any wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a certificate for Shares is worn out or lost it may be renewed or, in connection with any proposed share transfer, a new certificate may be issued, on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by the Directors.

4.2 赔偿和更换。任何获得证书的会员应赔偿并保证公司及其董事和员工不因其拥有的任何错误或欺诈性使用或陈述而导致的任何损失或责任。如果股票证书损坏或遗失，则可以续期，或者就任何拟议的股份转让而言，在提供破损证书或有充分证据证明证书已遗失的情况下，并在承担董事可能要求的相關賠償後，可以颁发新的证书。

4.3 **Joint Holders.** If several Members are registered as joint holders of any Shares, any one of such Members may give an effectual receipt for any share certificate.

4.3 联名持有人。如果有多个会员注册为任何股份的联合持有人，则任何一个会员可以给予任何股票的有效收据。

5 ISSUE OF SHARES

5 发行股份

5.1 **Issue.** Subject to the provisions, if any, of the Memorandum and directions given by any Ordinary Resolution and the rights attaching to any class of existing Shares, the Directors may issue, allot, grant options over or otherwise dispose of Shares (including any fractions of Shares) and other securities of the Company at such times, to such persons, for such consideration and on such terms as the Directors may determine, provided that no share shall be issued at a discount except in accordance with the Companies Law.

5.1 发行。根据任何普通决议案及任何类别现有股份附带的权利规定（如有），董事可发行，配发，授出购股权或以其他方式处置股份（包括任何股份）及本公司其他证券于该等时间向该等人士作出代价及董事可能厘定的条款，受限于董事不可折价发行该等股份（除非获公司法许可）。

5.2 **Preferred Shares.** Shares and other securities of the Company may be issued by the Directors with such preferred, deferred or other special rights, restrictions or privileges whether in regard to voting, Distributions, a return of capital, or otherwise and in such classes and series, if any, as the Directors may determine.

5.2 优先股。本公司的股份及其他证券可由董事以优先，递延或其他特别权利，限制或特权（不论是在投票，分派，资本回报或其他方面）以及在该等类别及系列，如董事所决定。

5.3 **Ordinary Shares.** Where the Directors issue a Share having no preferred, deferred, redemption or other special rights, it shall be issued as an ordinary Share and entitle the holder, subject to any other Share having any preferred, deferred, redemption or other special rights, to:

- (a) receive notice of, attend and vote at any general meeting of the Company and on any Ordinary Resolution or Special Resolution;
- (b) an equal share in any dividend or other Distribution paid by the Company; and
- (c) an equal share in the distribution of the surplus assets of the Company.

5.3 普通股。倘董事发行并无优先，递延，赎回或其他特别权利之股份，则其应作为普通股发行，并赋予持有人权利，惟任何其他股份享有优先，延期，赎回或其他特别权利，以：

- (a) 接获本公司任何股东大会及任何普通决议案或特别决议案的通知，出席并投票；

(b) 本公司支付的任何股息或其他分派中的相等份额; 和

(c) 本公司的剩余资产分配平等。

5.4 Consideration for Share Issue. A Share may be issued for consideration in any form, including money, a promissory note or other written obligation to contribute money or property, real property, personal property (including goodwill and know-how), services rendered or a contract for future services.

5.4 股份发行對價。發行股份的對價可以是任何形式，包括金錢，本票或其他書面義務，以提供資金或財產，不動產，個人財產（包括商譽和專有技術），提供的服務或未來服務的合同。

5.5 Register of Members. The Register of Members kept by the Company shall contain:

(a) the names and addresses of each Member;

(b) a statement of the Shares held by each Member;

(c) the distinguishing numbers of the Shares of each Member (if any);

(d) the amount paid, or agreed to be considered as paid, on the Shares of each Member;

(e) the date on which the name of each person was entered on the register as a Member;
and

(f) the date on which any person ceased to be a Member.

5.5 會員註冊。公司保存的會員名冊應包含：

(a) 每個成員的姓名和地址；

(b) 各成員所持股份之陳述；

(c) 各成員股份的可辨識數目（如有）；

(d) 就每名成員股份已付或已議定視作已付款項；

(e) 每名人士的姓名以會員身分登記在該名冊上的日期；和

(f) 任何人不再是會員的日期。

5.6 Commission. The Company is authorised to pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any Shares.

5.6 委員會。本公司獲授權向任何人士支付佣金，代價或同意認購（不論絕對或有條件）任何股份或促使或同意促使認購（不論絕對或有條件）任何股份。

6 VARIATION OF RIGHTS

6 权利的变化

- 6.1 **Class Variation.** If, at any time, the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may be varied with the consent in writing of the holders of two-thirds of the issued Shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the Shares of the 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 shall be one or more persons holding or representing by proxy one-third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.

6.1 类别变化。倘于任何时候将本公司股本分为不同类别股份，则任何类别附带的权利（除非该类别股份的发行条款另有规定）可在书面同意下更改 该类别的三分之二已发行股份的持有人，或在该类别的股份持有人另行举行的股东大会上通过的特别决议的批准。对于每一个此类单独的股东大会，本细则有关股东大会的规定应作必要的修改后适用，但必要的法定人数为由一名或多名代表持有或代表股份的三分之一的已发行股份，任何出席本人或代理人的股份持有人均可要求投票。

- 6.2 **No Variation on Further Issue.** The rights conferred upon the holders of the Shares of any class shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

6.2 进一步的发行没有变化。赋予任何类别股份持有人的权利，除非另有明文规定，否则该等股份持有人的权利不得视为因设立或发行与该等股份享有同等地位的其他股份而有所不同。

7 REDEMPTION, PURCHASE AND SURRENDER OF SHARES AND TREASURY SHARES

7 赎回，购买及移交股份及库存股

- 7.1 **Redemption, Purchase and Surrender.** Subject to the provisions of the Companies Law and to the rights attaching to any class of Share, the Company may:

- (a) issue Shares on terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the Member on such terms and in such manner as the Directors may, before the issue of such Shares, determine;
- (b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner as the Directors determine;
- (c) make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Companies Law including out of capital; and
- (d) permit the surrender of fully paid Shares for no consideration.

7.1 赎回，购买和放弃。根据公司法的规定及任何类别股份附带的权利，本公司可以：

- (a) 按照董事可于发行该等股份前厘定的条款及方式，按照其将予赎回或可由本公司或股东选择赎回的条款发行股份；
- (b) 按董事所决定的条款及方式购买其本身的股份（包括任何可赎回股份）；
- (c) 以公司法所允许的任何方式赎回或购买其本身的股份，包括不用资本；和
- (d) 准许交回缴足股份而不予考虑。

7.2 **Effect of Redemption, Purchase and Surrender.** Shares that the Company redeems, purchases, accepts by way of surrender or otherwise acquires pursuant to Article 7.1 may:

- (a) be cancelled; or
- (b) be held as Treasury Shares on such terms and in such manner as the Directors determine prior to such acquisition.

7.2 赎回，购买和放弃的效力。公司按照第七条第 1 款规定赎回，购买或以其他方式收购的股份，可以：

- (a) 被取消；要么
- (b) 按董事在收购前确定的条款及方式持有库存股。

7.3 **Treasury Shares.** All rights and obligations attaching to a Treasury Share are suspended and shall not be exercised by the Company while it holds the Share as a Treasury Share, other than as set out in this Article. The Company may:

- (a) cancel the Treasury Shares on such terms and in such a manner as the Directors may determine; and
- (b) transfer the Treasury Shares in accordance with Article 12.

7.3 库存股。除本条款规定外，库存股所附的所有权利和义务均被暂停，本公司不得将其作为库存股份持有。本公司可能：

- (a) 按董事所决定的条款及方式取消库存股份；和
- (b) 按照第 12 条转移库存股。

7.4 **No Participation.** Any Share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.

7.4 没有参与。赎回通知书所指的任何股份，无权在赎回通知指定赎回日期后的期间内参与本公司的利润。

7.5 **No other Redemption.** The redemption, purchase or surrender of any Share shall not be deemed to give rise to the redemption, purchase or surrender of any other Share.

7.5 没有其他赎回。 赎回，购买或交回任何股份不得被视为引致赎回，购买或交出任何其他股份。

7.6 **Redemption in Kind.** The Directors may, when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased or with the agreement of the holder of such Shares, make such payments either in cash or in kind.

7.6 实物赎回。 董事在就赎回或购买股份作出付款时，倘获发行股份之条款获发还或购入股份或获股份持有人同意，可以现金或实物进行付款。

8 LIEN

8 留置权

8.1 **All Monies Payable.** The Company shall have a first and paramount lien on every Share, whether or not it is a fully paid Share, for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that Share and for all debts, liabilities or other obligations owed, whether presently or not, by the Member or by one or more joint Members or by any of their estates to the Company (together, the Lien Amounts) but the Directors may, at any time, declare any Share to be wholly or in part exempt from this Article. The Company's lien, if any, on a Share shall extend to all Distributions payable thereon. Any registration of the transfer of a Share shall operate to extinguish the Company's lien on that Share.

8.1 所有权。 本公司将对每股股份拥有首先优先留置权，不论是否为缴足股款，不论现时是否应付，均在该股份的固定时间内被催缴或应付，以及所有债项， 负债或其他责任或其他义务（不论是现在与否），由会员或一个或多个联席会员或其任何一个或多个财产向本公司（连同抵押金额）支付，但董事可随时将任何股份 全部或部分免除本条款。 本公司的股份留置权（如有）应延伸至所有应付的分派。 股份转让的任何登记均应起到消除公司对该股份的留置权的作用。

8.2 **Sale.** The Company may sell, in such manner as the Directors think fit, any Shares in which the Company has a lien, but no sale shall be made unless some amount in respect of which the lien exists is presently payable and the period of fourteen days has elapsed after the Company has given a notice in writing, stating and demanding payment of such part of the presently payable amount, to the relevant Member.

8.2 出售。 本公司可按董事认为适当的方式出售本公司拥有留置权的任何股份，但除非现有留置权的款项现时须缴付，否则不得出售，而本公司发出书面通知十四日 后，向有关会员提出并要求缴付目前应付款项的部分款项。

8.3 **Registration of Purchase.** The Directors may authorise any person to transfer the Shares sold in accordance with this Article to the purchaser of such Shares. The purchaser shall be registered as the holder of the Shares so transferred and he shall not be bound to see to the application of

the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale of the Shares in accordance with this Article.

8.3 購買登記。董事可授权任何人将根据本条出售的股份转让予该等股份的买方。买方應被登記为已转让股份之持有人，彼亦无须知悉购买款项的适用情况，根據本條規定其股份所有权亦不会因出售股份之任何不正常或无效而受到影响。

- 8.4 **Application of Proceeds.** The proceeds of the sale, net of any costs incurred by the Company in relation to the sale, shall be applied by the Company in payment of such part of the amount in respect of which the lien exists as is presently payable. The Company shall retain and have a lien over such part of the remainder of the proceeds as is equal to the Lien Amounts which exist but are not presently payable by the Member and may apply such proceeds against the Lien Amounts as and when they become payable and the residue shall be paid to the person entitled to the Shares at the date of the sale.

8.4 所得款项的应用。销售所得款项（扣除本公司就销售所产生的任何费用）应由本公司采用，以支付目前应支付的留置权部分。公司应保留和留置剩余部分收益的余留部分，相当于现有但现在不应由该成员支付的留置金额，并且可以在抵扣时将这些收益用于抵押，应在销售当日向有权获得股份的人支付剩余部分。

9 CALLS ON SHARES

9 股款通知

- 9.1 **Calls.** The Directors may, from time to time, make calls upon the Members in respect of some or all of any moneys unpaid on their Shares, whether in respect of their par value or the premium payable on those Shares; each Member shall (subject to receiving at least 14 days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his Shares. A call may be required to be paid in instalments. The Directors may revoke or postpone a call at any time.

9.1 通知。董事可不时就有关股份尚未支付的部分或全部款项（不论就其面值或应付该等股份的溢价）向股东通知；每名会员（须于收到最少 14 日通知书内指明付款时间或时间）于指定时间或时间向本公司支付其股份金额。通知可能需要分期付款。董事可随时撤销或推迟通知。

- 9.2 **Joint Holders.** The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof and the holder or joint holders of a Share at the time of a call shall remain liable to pay the call on that Share, notwithstanding any subsequent transfer of the Share being registered by the Company.

9.2 联名持有人。股份之联名持有人须共同及个别负责支付有关之通知，而于通知之时，股份之持有人或共同持有人仍须负责支付该股份之认购权，尽管其后有任何转让 股份由本公司注册。

- 9.3 **Interest on Calls.** If a sum called in respect of a Share is not paid before or on the day appointed for payment of that call, the Member from whom such amount is due shall pay interest upon the sum at such rate as the Directors may determine from the day appointed for payment of the

call to the time of the actual payment. The Directors shall have the discretion to waive payment of any such interest in full or in part.

9.3 利息通知。 如果在规定之日没有缴清所催缴的某笔股款，应缴股款的人应缴纳从规定缴款之日起到事实上缴清款项之时为止的利息， 数目由董事会决定， 但董事会也有权全部或部分免去此种利息。

9.4 **Fixed Payment Dates.** The provisions contained in these Articles in respect of calls shall apply to payments, whether on account of the amount of the Share, or by way of premium, to be made on the allotment of a Share or any date fixed on the issue of the Share as if the same had become payable by virtue of a call duly made and notified.

9.4 固定付款日期。 该等细则所载有关认购事项之条文将适用于因配发股份或于发行股份时所定之任何日期而须支付之股份金额或溢价 就好像通过正式发出并通知的通知已经成为应付的一样。

10 FORFEITURE

10 没收

10.1 **Failure to pay Call.** If a Member fails to pay any call or instalment of a call in respect of Shares on the day appointed for payment, the Directors may serve a notice on such Member naming a further date not earlier than the expiration of 14 days from the date of service on or before which the payment required by the notice is to be made and containing a statement that in the event of non-payment the Shares, or any of them, will be liable to be forfeited.

10.1 未支付的催缴。 倘股东于指定付款当日未能就股份作出任何要约或分期付款的通知，董事可向该成员寄发通知，指出有关日期不得早于自服务日期起计 14 日届满 当日或之前，该通知所要求的付款将会作出，并载有一份声明，表示倘若未缴付股份或其中任何一份股份，将会被没收。

10.2 **Forfeiture.** If the requirements of the notice referenced in this Article are not complied with the Company may forfeit the Shares together with any Distributions declared payable in respect of the forfeited Shares and not paid at any time before tender of payment.

10.2 没收。 倘本条所提述之通知之规定未获遵守，则本公司可能会没收股份连同就被没收股份所宣派应付之任何分派，并于付款前之任何时间未获支付。

10.3 **No Refund.** The Company is under no obligation to refund any moneys to the Member whose Shares have been forfeited.

10.3 没有退款。 本公司没有义务将任何款项退还给股份已被没收的会员。

10.4 **Sale of Forfeited Share.** A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. The proceeds of any sale or disposition of the forfeited Share may be received and used by the Company as the Directors determine.

10.4 被没收股份的销售。根据董事认为合适的条款及方式，被没收股份可能会被出售或以其他方式处置，而在出售或处置前的任何时间，可根据董事认为合适的条款取消没收。任何出售或处置被没收股份所得款项均可由本公司按董事决定收取及使用。

- 10.5 **Outstanding Liability.** A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the Shares together with interest.

10.5 未清偿责任。其股份已被没收之人士将不再为被没收股份之股东，但尽管如此，仍须向本公司支付所有款项，而该等款项于没收日期由本公司支付予本公司股份连同权益。

- 10.6 **Certificate of Forfeiture.** A certificate in writing under the hand of a Director or Officer stating that a Share has been duly forfeited on the date stated in the certificate shall be conclusive evidence of the facts stated in the certificate as against all persons claiming to be entitled to the Share. The Directors may authorize any person to transfer the Shares sold in accordance with this Article to the purchaser of such Shares. The purchaser shall be registered as the holder of the Shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale of the Shares in accordance with this Article.

10.6 没收证书。董事或高级职员以书面形式发出证明书，证明股份已于证书所述日期正式没收，即为所有声称有权享有股份的人士证明其事实的确凿证据。董事可授权任何人将根据本条出售的股份转让予该等股份的买方。买方须注册为已转让股份之持有人，彼亦无须知悉购买款项的适用情况，其股份所有权亦不会因出售股份之任何不正常或无效而受到影响。按照本条。

- 10.7 **Fixed Payment Dates.** The provisions of this Article applying to forfeiture for failure to pay any call or instalment of a call shall apply to the failure to make payments, whether on account of the amount of the Share, or by way of premium, to be made on the allotment of a Share or any date fixed on the issue of the Share as if the same had become payable by virtue of a call duly made and notified.

10.7 固定付款日期。本条的规定适用于没有支付任何通知或分期付款的罚款，应适用于未能支付的款项，不论是以分配的金额还是以溢价的方式支付股份或于发行股份时所固定的任何日期，犹如已根据正式通知及通知催缴而已缴付。

11 TRANSMISSION OF SHARES

11 股份的转移

- 11.1 **Legal Personal Representative.** The legal personal representative of a deceased sole holder of a Share shall be the only person recognised by the Company as having any title to the Share. In the case of a Share registered in the names of two or more holders, the survivors, survivor or the legal personal representatives of the deceased survivor, shall be the only person(s) recognised by the Company as having any title to the Share.

11.1 法定的个人代表。 股份死亡的唯一持有人的合法遗产代理人应是唯一由本公司认可为拥有股份所有权的人士。 如果以两名或两名以上的持有人的名义登记的股票， 遗嘱的遗属的遗属， 遗属或法定遗产代理人是公司认可的唯一拥有股份所有权的人。

11.2 **Transmission.** Any person becoming entitled to a share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to make such transfer of the share to such other person nominated by him as the deceased or bankrupt person could have made and to have such person registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy as the case may be.

11.2 转移。任何由于某股东死亡、破产或解散（或任何其他方式）而有权拥有某份股份的人，当董事会不时的要求其提供相关证据的时候，可选择将其自己登记为股份持有者或将股份转让给由其提名的并很可能被死者或破产人指定的其他人，但是在上述两种，董事会应享有与该股东死亡或破产前转让股份时董事会所享有的同等的拒绝或推延该登记的权利。

11.3 **Pre-Registration Status.** Representatives shall be entitled to the same notices, dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

11.3 预注册状态 代表人有权享有与其作为股份登记持有人所享有的相同的通知，股息及其他好处，除非他在登记为股份成员前，尊重会员行使公司会议授予的任何权利。

If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

11.4 **Requirement for Registration.** The Directors may at any time give notice requiring a Representative to elect either to be registered himself or to have some person nominated by him become the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before the Transmission Event). If the notice is not complied with within ninety days the Directors may thereafter withhold payment of all Dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

11.4 注册要求。 董事可随时发出通知，要求代表选择自行登记或由其指定的人士成为股份持有人（但董事在任何情况下均有权拒绝或暂停）如果在转移事件之前由相关成员转让股份的话，将进行注册）。倘于九十日内未能遵守通知，则董事可于其后扣除就股份应付的所有股息，花红或其他款项，直至通知的规定获得遵守。

12 TRANSFER OF SHARES

12 股份转让

12.1 Directors' Consent. Shares and Treasury Shares are transferable, subject to the consent of the Directors who may, in their absolute discretion, refuse to consent to any transfer and decline to register the transfer without giving any reason. Where any Member intends to transfer or dispose of its shares of the Company, the other Members shall have the pre-emptive right to purchase such shares under the same terms and conditions.

12.1 董事同意。股份及库存股可转让，向股東以外的第三方轉讓或出售公司股份，公司其他股東享有在同等條件下購買該等股份的優先權。。

12.2 Instrument of Transfer. The instrument of transfer shall be in writing in such form as may be acceptable to the Directors and shall be executed by or on behalf of the transferor and, if required by the Directors, signed by the transferee.

12.2 转让工具。转让文件应采用董事可接受的格式以书面形式进行，并由转让人或代表转让人签署，并在董事要求下由受让人签署。

12.3 Certificates. Subject to Article 4.2, where the Company has issued a certificate in respect of a Share proposed to be transferred, the transferor shall lodge, with the instrument of transfer, the original certificate relating to the Share being transferred.

12.3 证书。除第 4.2 条另有规定外，凡本公司已就拟转让股份发行证明书，转让人应向转让文件提交有关正在转让的股份的原始证明。

12.4 Effective Date. The transfer of a Share is effective when the name of the transferee is entered on the Register of Members. Until such time, the transferor shall be deemed to remain a Member.

12.4 生效日期。将受让人的姓名记入会员名册时，转让股份即行生效。在此之前，转让人应被视为是会员。

12.5 Lost Certificate. If the Directors are satisfied that an instrument of transfer relating to Shares has been signed but that the instrument has been lost or destroyed, they may, on receipt of such indemnities as they may require:

(a) accept such evidence of the transfer of Shares as they consider appropriate; and

(b) proceed to register the transferee's name in the Register of Members.

12.5 丢失证书。倘董事信纳与股份有关的转让文据已经签署，但文书已遗失或销毁，则他们可于收到所需赔偿后：

(a) 接纳他们认为适当的股份转让证据；和

(b) 将受让人的姓名登记在会员名册中。

12.6 Notification of Refusal. Where the Directors refuse to register a transfer of a Share, they shall, within two months after the date on which the transfer was lodged with the Company, notify the transferee of the refusal.

12.6 拒绝通知。董事拒绝注册转让股份的，应当在转让提交公司之日起两个月内通知受让方。

12.7 **Transfer of Treasury Shares.** The transfer of Treasury Shares may be for valuable consideration or otherwise, and at a discount to the par value of the Shares.

12.7 库存股的转让。库存股份的转让可能是有价值的考虑或以其他方式，并以股份的面值折扣。

13 REGISTERED HOLDER DEEMED ABSOLUTE OWNER

13 注册持有人视为绝对所有人

13.1 The registered holder of a Share shall be treated as the absolute owner of such Share. No person shall be recognised by the Company as holding any Share upon trust and the Company shall not register nor be bound by or required to recognise any equitable or other interest of whatever nature in a Share other than an absolute right to the Share, irrespective of whether the Company has notice of such interest.

13.1 股份的登记持有人应视为该股份的绝对拥有人。任何人均不得以信托方式持有任何股份，且本公司不得以任何股份绝对权利登记，亦不得登记或受其约束或被要求承认任何股份之任何性质之股权或其他权益，公司是否有这样的利益通知。

14 ALTERATION OF SHARE CAPITAL

14 改变股本

14.1 **Increase or Amendment.** The Company may by *Special Resolution*:

- (a) increase the share capital by such sum, to be divided into Shares of such amount, and with such rights, privileges, priorities and restrictions attached to them as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- (c) subject to section 13 of the Companies Law, sub-divide its existing Shares, or any of them, into Shares of smaller amounts than is fixed by the Memorandum; and
- (d) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

14.1 增加或修改。本公司可以按照特别决议：

- (a) 增加股本数额，按照决议所规定的方式分为股份数额，并附有这些股份的权利，特权，优先权和限制；
- (b) 合并及分拆其全部或任何股本为比其现有股份数额更大的股份；

(c) 除“公司法”第 13 条另有规定外，将其现有股份或其中任何股份进一步细分为少于备忘录所订定数额的股份；和

(d) 取消于决议案获通过当日尚未被任何人采纳或同意采取之任何股份。

14.2 Reduction. Subject to the provisions of the Companies Law and these Articles, the Company may, by Special Resolution, reduce its share capital and any capital redemption reserve in any manner.

14.2 减少。根据“公司法”和本细则的规定，公司可以通过特别决议以任何方式减少其股本和任何资本赎回储备。

15 MEETINGS AND CONSENTS OF MEMBERS

15 会议及决议

15.1 Meetings. All meetings of Members shall be referred to as extraordinary general meetings unless the general meeting is an annual general meeting. The Company may but shall not be obliged to hold an annual general meeting.

15.1 会议。除非股东大会为股东周年大会，否则所有股东大会均须提交为股东特别大会。公司可以但不一定召开年度股东大会。

15.2 Directors Convene. Any Director may convene meetings of the Members at such times and in such manner and places within or outside the Cayman Islands as the Director considers necessary or desirable.

15.2 董事召集。任何董事均可在署长认为必要或合宜的时间内，以开曼群岛内外的方式及地点召开会员会议。

15.3 Members Convene. Upon the written request of Members entitled to exercise 10% or more of the voting rights in respect of the matter for which the meeting is requisitioned, a meeting of Members shall be proceeded forthwith with the consent of two-thirds or more of the Board of Directors. The written request of Members to requisition a meeting must state the objects of the meeting and must be signed by the Members requisitioning the meeting. The written request must be lodged at the Registered Office and may be delivered in counterpart.

15.3 会员召集。根据会员有权就会议事项行使 10% 以上的表决权的书面要求，经三分之二以上的董事同意应当立即召开会员大会。会议要求召开会议的书面要求，必须注明会议的对象，并由会议申请人签名。书面申请必须在注册办公室递交，并可以在对方递交。

15.4 Notice of Meeting. The Director convening a meeting shall give not less than seven days' notice of a meeting of Members to:

(a) those Members whose names on the date the notice is given appear as Members in the Register of Members and are entitled to vote at the meeting; and

(b) each of the Directors.

15.5 股东大会。 召开会议的董事应当至少提前七天通知会员：

- (a) 在通知发出之日起姓名的会员出席会员名册，并有权在会议上投票；及
- (b) 各董事。

15.5 **Failure to Give General Notice.** A meeting of Members held in contravention of the requirement to give notice is valid if Members holding at least 90% of the total voting rights on all the matters to be considered at the meeting have waived notice of the meeting and, for this purpose, the presence of a Member at the meeting shall constitute waiver in relation to all the Shares which that Member holds.

15.6 未发出通知。 如果会员在会议上审议的所有事项中持有最少 90% 的全部投票权的会员放弃了会议通知，并且违反通知要求而举行的会议， 会员出席会议，即构成豁免会员持有的所有股份。

15.6 **Failure to give Individual Notice.** The inadvertent failure of a Director who convenes a meeting to give notice of a meeting to a Member or another Director, or the fact that a Member or another Director has not received notice, does not invalidate the meeting.

15.7 未发出个别通知。 会议召开会议向会员或其他董事发出会议通知，或会员或其他董事未收到通知的事实，不会使会议无效。

15.7 **Voting.** No person shall be entitled to vote at any meeting of Members unless he is registered as a Member on the record date for such meeting and all calls or other moneys payable by him in respect of Shares have been paid at or before the record date. Subject to the rights and restrictions attached to any Shares and the provisions of this Article, each Member who is present in person, by its duly authorised representative or by proxy, shall have one vote and on a poll each Member shall have one vote for every Share of which he is the holder.

15.8 投票。 任何人不得在会员的任何会议上投票，除非他在该会议的记录日期登记为会员，而他就股票应付的所有电话或其他款项已于记录日期或之前缴付。 在任何股份所附的权利和限制以及本条规定的限制下，每位亲自或由其正式授权的代表或代理人出席的成员应有一票表决权，并经投票表决时，每名成员应有一票表决权 他是谁的股份持有人。

16 PROXIES

16 委任代表

16.1 **Proxies.** A Member may be represented at a meeting of Members by a proxy who may speak and vote on behalf of the Member.

16.1 委任代表。 会员可由代表出席代表会议，代表会员发言并投票。

16.2 **Production of Proxies.** The instrument appointing a proxy shall be produced at the place designated for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the meeting may specify an alternative or additional place or time at which the proxy shall be presented.

16.2 委任代表的產生。委任受委代表的文书，应当在会议召开之前在会议指定的地点出示，文书中提名的人提议表决。会议通知可以指定代理人提交的替代地点或时间。

16.3 **Form of Proxy.** The instrument appointing a proxy shall be in substantially the following form or such other form as the chairman of the meeting shall accept as properly evidencing the wishes of the Member appointing the proxy and the Company may accept proxies which are to remain in force generally until revoked.

[COMPANY NAME]

I/We being a Member of the above Company HEREBY APPOINT
of or failing him of to be [my/our proxy to vote for
me/us at the meeting of Members to be held on [Date] and at any adjournment
thereof.] [my/our proxy to vote for me/us at all general and extraordinary meetings of
Members until you receive written notice of my/our revocation of this general proxy.]

[Any restrictions on voting to be inserted here.]

Member

[Date]

16.3 代理人的形式。委任受委代表的文书应大体上采用以下形式或会议主席接受的其他形式，作为适当证明委任委托人成员的意愿，本公司可接受一般会一直生效的代理人，直至被撤销。

[公司名]

我 / 我们是上述公司的成员这里指定 或是否 是[my / 我们的代理人将于[日期]及其任何延期举行的股东大会上投票给我/我们]本人/我们的代理人，在大会所有的一般和特别会议上投票给我/ 本人/我们撤销此一般授权书的通知。]

[在这里插入投票的任何限制。]

会员

[日期]

16.4 **Joint Ownership and Proxies.** Where Shares are jointly owned:

- (a) if two or more persons hold Shares jointly, each of them may be present in person or by proxy at a meeting of Members and may speak as a Member;
- (b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and
- (c) if two or more of the joint owners are present in person or by proxy they must vote as one.

16.4 联合所有权和代理权。如果股份是共同拥有的：

- (a) 如果两人或两人以上共同持有股份，他们可以亲自出席或由代表出席会议，并可以作为会员发言；
- (b) 如果只有一名共同拥有人亲自出席或由代表出席，他可代表所有共同拥有人投票；和
- (c) 如果两名或两名以上的共同所有者亲自出席或由代理出席，他们必须作为一个投票。

17 PROCEEDINGS OF SHAREHOLDER MEETINGS

17 股东大会召开程序

17.1 Chairman of Member Meeting. At every meeting of Members, the chairman of the board of Directors shall preside as chairman of the meeting. If there is no chairman of the board of Directors or if he is not present at the meeting within fifteen minutes of the time appointed after the meeting or if he is unwilling to act the vice chairman of the Board shall chair the meeting.

17.1 会员会议主席 在每次会议上，由董事会主席担任会议主席。如果董事会没有主席，或者在会议后十五分钟内没有出席会议，或者他不愿意行事，则应当由董事会副主席主持会议。

17.2 Adjournment. The chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

17.2 休会。主席可在会议同意的情况下，不时休会，休会，但休会期间未完成的业务以外的任何续会均不得办理业务。

17.3 Conference Call. A Member, or his duly authorised representative or proxy, shall be deemed to be present at a meeting of Members if he participates by telephone or other electronic means by means of which all the persons participating in the meeting are able to hear each other.

17.3 电话会议。会员或其正式授权的代表或代理人，如果以电话或其他电子方式参加会议，参加会议的所有人员都能够相互听取意见，则该会员应被视为出席会议的会议。

17.4 Objections. No objection shall be raised to the qualification of any voter except at the meeting of members or adjourned meeting of Members at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and binding on all parties.

17.4 异议。不得对任何选举人的资格提出异议，除非在会员或延期举行的会议上发出或反对投票，并且在会议上不允许每一票都是有效的。任何反对意见均应提交给主席，主席的决定是最终的，对各方都有约束力。

17.5 Casting of Votes. A Member holding more than one Share need not cast the votes in respect of the Shares held by him in the same way on any resolution for which a poll is taken. A person appointed as the authorised representative or proxy of a Member may cast the votes in respect of the Shares for which he is appointed in a like manner.

17.5 投票表决。持有超过一股股份的股东无须就任何以投票方式进行表决的决议案就其持有的股份投票。被委任为会员的授权代表或委任代表的人可就其委任的股份以类似方式投票。

17.6 Quorum. A meeting of Members is duly constituted if, at the commencement of the meeting, there are present in person, through their authorised representative or by proxy two or more Members entitled to vote on resolutions of Members to be considered at the meeting except where there is only one Member entitled to vote on resolutions of Members to be considered at the meeting in which case the quorum shall be one Member. Where a quorum comprises a single Member or proxy, such person may pass a resolution of Members and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy instrument shall constitute a valid resolution of Members.

17.6 法定人数。如果在会议开始时通过其授权代表或代理人亲自出席两名或两名以上有权对会议决议进行表决的会员，只有一名有权就会员决议投票的议员在会议上审议，在这种情况下，法定人数为一名议员。法定人数为一名会员或代理人的，可以通过会员决议和由其签署的证明，并由代理人书面副本代理，构成会员有效决议。

17.7 No Quorum. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the next business day in the jurisdiction in which the meeting was to have been held at the same time and place or to such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

17.7 没有法定人数。在会议召开时间之后两小时内，法定人数不在场的，经会议要求召开的会议解散；在任何其他情况下，会议在同一时间和地点举行，或在董事决定的其他时间和地点举行会议的司法管辖区的下一个工作日休会，如果在续会上法定人数不得超过会议指定时间半小时内出席法定人数。

17.8 Polls. At any meeting of the Members the chairman is responsible for deciding in such manner as he considers appropriate whether any resolution proposed has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes of the meeting. If the chairman has any doubt as to the outcome of the vote on a proposed resolution, he shall cause a poll to be taken of all votes cast upon such resolution. If the chairman fails to take a poll then any Member present in person or by proxy who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall cause a poll to be taken. If a poll is taken at any meeting, the result shall be announced to the meeting and recorded in the minutes of the meeting. The minutes of the meeting shall be conclusive evidence of the fact that a resolution was carried or not without proof of the number or proportion of the votes recorded in favour of or against such resolution.

17.8 投票。在会员的任何会议上，主席有责任以他认为合适的方式决定是否提出任何决议，并将其决定的结果通知会议并记录在会议记录中。如果主席对拟议决议的表决结果有任何疑问，则应对该决议投下的所有票数进行投票。如主席未能进行投票表决，则任何亲自出席或由代表出席会议并对主席宣布投票结果有异议的议员，可在紧接该公告后要求进行投票表决，而主席须投票表决拍摄。如果在任何会议上进行投票，结果应该公布并记录在会议记录中。会议记录应作为决议的确凿证据，证明决议是否存在，但没有证明赞成或反对该决议的票数或比例。

17.9 Director Participation. Directors may attend and speak at any meeting of Members and at any separate meeting of the holders of any class or series of Shares.

17.9 主任参与。董事可出席任何股东大会及于任何类别或一系列股份持有人的任何独立会议上发言及发言。

17.10 Unanimous Written Resolutions. Any Ordinary or Special Resolution of Members and any other action that may be taken by the Members at a meeting may also be taken by a resolution consented to in writing, without the need for any notice, by all Members who would have been entitled to attend and vote at a meeting called for the purpose of passing such a resolution or taking any other action. The consent may be in the form of counterparts, each counterpart being signed by one or more Members. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the latest date borne by the counterparts.

17.10 一致书面决议。会员的任何普通或特别决议以及会员在会议上可能采取的任何其他行动，也可以通过所有有权出席的会员以书面形式同意，而无需任何通知。并在会议上投票表决通过决议或采取其他行动。同意的形式可以是副本，每个副本由一个或多个成员签署。如果同意有一个或者多个副本，这些副本记载不同日期的，则决议在副本记载的最后日期生效。

18 APPOINTMENT AND REMOVAL OF DIRECTORS

18 委任及罢免董事

18.1 Number of Directors. The Company shall have a board of Directors consisting of not less than one or more than five Directors. The Company may by *Special Resolution* impose a maximum or minimum number of Directors required to hold office at any time and vary such limits from time to time.

18.1 董事人数。公司的董事会由不少于一名或不多于五名董事组成。公司可以通过特别决议随时要求最高或最低数量的董事任职，并随时更改此类限制。

18.2 Appointment of Directors. The first Directors shall be appointed by the subscribers to the Memorandum by a written instrument signed by all the subscribers or by a *Special Resolution* passed by the subscribers. Thereafter, subject to the limits set out in the preceding Article, Directors shall be appointed by *Special Resolution* or by a resolution of the Directors and may be removed by *Special Resolution*.

18.2 任命董事。 第一届董事由备忘录订户以全体认购人签署的书面文件或者认购人通过的特别决议任命。此后，在遵守前条规定的限制的前提下，董事应以特别决议或董事决议的方式进行委任，并可通过特别决议予以解除。

18.3 Term. Each Director holds office for the term, if any, fixed by the terms of his appointment or until his earlier death, bankruptcy, insanity, resignation or removal. If no term is fixed on the appointment of a Director, the Director serves indefinitely until his earlier death, bankruptcy, insanity, resignation or removal.

18.3 期限。 每名董事的任期（如有的话）的任期由其任命的条款决定，或直至其较早的去世，破产，精神错乱，辞职或罢免。如果任命一名董事的期限没有固定，则该董事无限期地服务，直到他早先去世，破产，精神错乱，辞职或罢免。

18.4 Vacation. The office of a Director shall be vacated if:

- (a) he gives notice in writing to the Company that he resigns the office of Director; or
- (b) he absents himself (without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office; or
- (c) he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (d) he is found to be or becomes of unsound mind.
- (e)

18.4 空缺。 在下列情况下，董事职位空缺：

- (a) 他以书面通知本公司辞任董事职位; 要么
- (b) 自董事会连续三次会议（无代理人或由其委任的替任董事代表）出席而无董事特别请假，并因此而通过决议案 空缺职位; 要么
- (c) 他死亡，破产或与其债权人作出任何安排或组合; 要么
- (d) 他被发现是或者变得意识不健全。

19 REGISTER OF DIRECTORS AND OFFICERS

19 董事及高级职员登记册

19.1 Details. The Register of Directors and Officers shall contain:

- (a) the names and addresses of the persons who are Directors and Officers;

- (b) the date on which each person whose name is entered in the register was appointed as a Director or Officer; and
- (c) the date on which each person named as a Director or Officer ceased to be a Director or Officer.

19.1 明细。董事和高级职员登记册应包含：

- (a) 董事及高级人员的姓名及地址；
- (b) 名列注册纪录册的每名人士获委任为董事或高级人员的日期；及
- (c) 每名被列为董事或高级职员的人不再担任董事或高级职员的日期。

20 POWERS OF DIRECTORS

20 董事权力

20.1 **Management by Directors.** Subject to the provisions of the Companies Law, the Memorandum, these Articles and any directions given by Ordinary Resolution, the business and affairs of the Company shall be managed by, or under the direction or supervision of, the Directors. The Directors shall have all the powers necessary for managing, and for directing and supervising, the business and affairs of the Company as are not by the Companies Law, the Memorandum, these Articles or the terms of any Special Resolution required to be exercised by the Members. No alteration of the Memorandum or these Articles or any direction given by Ordinary or Special Resolution shall invalidate any prior act of the Directors that was valid at the time undertaken. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

20.1 由董事管理。根据公司法，组织章程大纲，章程细则及普通决议案的规定，本公司的业务及事务将由董事管理或在董事的指导下监督。董事拥有管理，指导和监督公司的业务和事务所需的一切权力，而非公司法，组织章程大纲，细则或任何特别决议的条款。成员。对组织章程大纲或本章程细则的修改或普通决议或特别决议的任何指示均不能使董事在任何时间有效的先前行为失效。法定人数正式召开的董事会议可行使董事可行使的一切权力。

20.2 **Good Faith.** Each Director shall exercise his powers for a proper purpose. Each Director, in exercising his powers or performing his duties, shall act honestly and in good faith in what the Director believes to be the best interests of the Company.

20.2 诚信。各位董事为了正当的目的行使职权。各董事在行使职权或履行职责时，应诚实地履行董事认为最符合公司利益的职责。

20.3 **Acting in Vacancy.** The continuing Directors may act notwithstanding any vacancy in their body, but if and for so long as their number is below any minimum number of Directors fixed by or pursuant to these Articles, the continuing Directors may act for the purpose of passing a resolution to appoint further Directors to the board of Directors and of convening a meeting of Members to appoint further Directors but for no other purpose.

20.3 空缺行事。 即使董事出现任何空缺，持续董事仍可行事，但倘若其数目低于根据或依据本细则所厘定的最低数目董事，则持续董事可为通过决议案而行事 进一步董事进入董事会，并召开成员会议，任命更多董事，但没有其他目的。

20.4 Indebtedness and Security. The Directors may exercise all the powers of the Company to incur indebtedness, liabilities or obligations and to issue debentures, debenture stock, mortgages, bonds and other such securities and to secure indebtedness, liabilities or obligations whether of the Company or of any third party.

20.4 债务和安全。 董事可行使本公司所有权力以承担债务，负债或责任，并发行债券，债券股票，抵押，债券及其他有关证券，并确保本公司或任何第三方的债务，责任或义务。

21 PROCEEDINGS OF DIRECTORS

21 董事会议程

21.1 Quorum. The quorum necessary for the transaction of business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two (2). An alternative Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternative provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.

21.1 法定人数。 董事会处理事务所需之法定人数可由董事会决定，而除非由董事会决定为任何其他人数，该法定人数为两（2）人。替任董事在其替任之董事缺席时应计入法定人数之内，但就决定是否已达法定人数而言，其不得比计算多于一次。

21.2 Voting. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by two-thirds of votes. A Director who is also an alternate Director shall be entitled to a separate vote on behalf of his appointor in addition to his own vote.

21.2 投票。 根据这些条款的规定，董事可以按照他们认为合适的程度对其程序进行管理。在任何会议上产生的问题应由全體過三分之二以上的票决定。同时担任替补董事的董事除投票外，还有权代表其委任人进行单独表决。

21.3 Conference Call. A person may participate and vote in a meeting of the Directors or committee of Directors by telephone or other electronic means by means of which all the persons participating in the meeting are able to hear each other. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is at the start of the meeting.

21.3 电话会议。 任何人都可以通过电话或其他电子方式参加董事会或董事会会议并投票表决，参加会议的所有人都可以通过该方式听取对方意见。除董事另有决定外，会议应视为在主席开始会议的地点举行。

21.4 Unanimous Written Resolution. A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of Directors (an alternate Director being entitled to sign any such resolution on behalf of his appointor) shall be as valid and effectual as if

it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

21.4 一致的书面决议。由全体董事或董事委员会全体成员（代表委托人有权签署任何此类决议的董事）签署的书面决议（一个或多个副本）应具有效力和效力，犹如已在董事会或董事会（视情况而定）召开会议上通过正式召开和召开。

- 21.5 **Notice of Meetings.** A Director may, or other Officer on the requisition of a Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors either at, before or after the meeting is held.

21.5 会议通知。董事可要求其他高级人员要求董事召开董事会议，并至少在两天前以书面形式通知每位董事，该通知须列明所考虑业务的一般性质，除非有通知会议召开之前或之后，全体董事均予以免除。

- 21.6 **Chairman of the Board.** The Directors may elect a chairman of their board and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the vice chairman present may choose one of their number to be chairman of the meeting.

21.6 董事会主席。董事可选出董事会主席并决定其任职期限；但是如果没有选举出这样的主席，或者在任何会议上主席未能在指定的时间之后的五分钟之内到场，则出席的董事会副主席作为会议主席。

- 21.7 **Defects.** Absent fraud, all acts done by any meeting of the Directors or a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or alternate Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director or alternate Director as the case may be.

21.7 缺陷。在没有欺诈的情况下，董事会或董事会所做的一切行为，尽管事后发现任命董事或替代董事存在一定的缺陷，或者他们或他们中的任何一位被取消了资格，与每名该等人士获正式委任并有资格担任董事或替任董事（视情况而定）一样有效。

- 21.8 **Proxy.** A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

21.8 代理。董事（而非替任董事）可通过其任何书面委任的代表出席董事会会议。代理人应计入法定人数，而代理人的投票在任何情况下均须当作为委任董事的投票。

22 PRESUMPTION OF ASSENT

22 推定同意

- 22.1 A Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his

dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a Director who voted in favour of such action.

22.1 出席公司董事会会议的董事如对公司事务采取行动，应被推定为对所采取的行动表示认同，除非其异议记录在会议记录中，或者除非他在休会之前，他以书面异议的方式与担任会议主席或秘书的人。该异议权不适用于投票赞成此项行动的董事。

23 DIRECTORS' INTERESTS

23 董事的权益

23.1 **Other Office.** A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine. A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.

23.1 其他办公室。董事可于董事职位期间连同本公司（审计师办事处除外）之任何其他办事处或盈利地点于该期间及董事可能厘定的酬金及其他条款下持有。董事可以以专业身份为公司行事，他或他的公司有权获得专业服务的报酬，就好像他不是董事或替代董事一样。

23.2 **No Exclusivity.** A Director or alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

23.2 没有排他性。董事或替任董事可担任或成为本公司推动或本公司可能拥有股东或其他权益的公司的董事或其他高级人员，并且该董事或替任董事不应对公司就其他公司的董事或高级职员收取的任何报酬或其他利益，或从他的利益中获得任何报酬或其他利益。

23.3 **Disclosure of Interests.** No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any other contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

23.3 披露权益。任何人不得从董事或替代董事的职位上被取消资格，或被该公司阻止作为卖方，买方或以其他方式与公司签订合同，也不得将任何此类合同或任何其他合同或交易任

何董事或替任董事以任何方式拥有权益的公司或须负上责任，董事或替代董事亦无须如此订约或如此拥有权益，合同或交易由于董事的任职或由此而建立的信托关系。董事（或其缺席时的替任董事）可就其有利益的任何合同或交易进行表决，条件是任何董事或替代董事在任何该等合同或交易中的权益性质应为由他在审议之前或之前披露的任何投票。

- 23.4 General Notice of Interests.** A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

23.4 一般利益通知。董事或替代董事为任何指定公司或公司的股东，董事，高级职员或雇员的一般通知，且被视为于与该公司或公司的任何交易中拥有利益的一般通知，须足够披露以作投票用途 就其有利益的合约或交易作出决议，而在发出通知后，无须就任何特定交易发出特别通知。

24 MINUTES

24 记录

- 24.1** The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of Directors including the names of the Directors or alternate Directors present at each meeting.

24.1 董事须为记录董事所作出的所有委任人选所记录的会议记录，本公司所有会议程序或任何类别股份持有人及董事以及董事委员会 包括出席每次会议的董事或候补董事的姓名。

25 DELEGATION OF DIRECTORS' POWERS

25 代表董事的权力

- 25.1 Delegation.** The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him provided that an alternate Director may not act as managing director and the appointment of a managing director shall automatically terminate if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

25.1 代表团。董事可将其任何权力转授予由一名或多名董事组成的任何委员会。他们也可以委托给任何董事总经理或任何其他执行职务的董事认为他们认为应该由他行使的权力，前提是备用董事不得担任董事总经理，而董事总经理的任命应自动终止 如果他不再是导演。任何此类授权可能受制于董事可能施加的任何条件，并可能被撤销或更改。 在任

何此等条件的规限下，董事委员会的程序须受规管董事会议事的条文规管，只要其能够申请。

- 25.2 Committees.** The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees or local boards. Any such appointment may be made subject to any conditions the Directors may impose, and may be revoked or altered. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

25.2 委员会。董事可设立任何委员会，董事会或机构，或委任任何人士担任管理公司事务的经理或代理人，并可委任任何人士担任该等委员会或地方委员会的成员。任何此类委任可能会受到董事可能施加的任何条件的约束，并可能被撤销或更改。在任何此类条件的限制下，任何此类委员会，地方董事会或机构的程序应受规管董事会程序的条款的管辖，只要其能够申请。

The Company may have a President, a Secretary or Secretary-Treasurer appointed by the Directors who may also from time to time appoint such other officers as they consider necessary, all for such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors from time to time prescribe. 公司应当拥有一个总经理，一个秘书或者董事局任命的财务主管（董事局如果需要，还可以不时地任命其他人员），在这些条件和报酬下，去履行他们的职责，使他们服从于董事局对他们取消资格和免职的指示。

- 25.3 Third Party Delegation.** The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

25.3 第三方代表团。董事可通过授权书或以其他方式委任由董事直接或间接提名的任何公司，商号，人士或团体作为本公司的代理人或授权签署人以达致上述目的，（不得超过董事根据本章程赋予或可行使的权力），并在该期限内并受其认为适合的条件所限制，而任何该等授权书或其他委任可能包含有关保障及方便与董事认为合适的任何此类律师或授权签署人进行交易的人可能认为合适，也可授权任何此类律师或授权签署人授予其所有或任何权力，授权和酌情权。

- 25.4 Officers.** The Directors may appoint such Officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by the Directors.

25.4 人员。董事可按其认为适当的条款，薪酬及履行有关职责，委任其认为必要的人员，并遵守董事认为合适的有关取消资格及取消资格的规定。除非其委任条款另有规定，否则董事可将其免职。

26 ALTERNATE DIRECTORS

26 候补董事

26.1 **Alternate Appointment.** Any Director (other than an alternate Director) may by writing in notice to the Company appoint any other Director, or any other person willing to act, to be an alternate Director.

26.1 候补预约。任何董事（替任董事除外）可通过书面通知本公司委任任何其他董事或任何其他愿意行事之人士出任替任董事。

26.2 **Conduct of Alternates.** An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, and, save as expressly provided herein, to perform all the functions and exercise all of the powers of his appointor as a Director in his absence.

26.2 候补董事权力。替任董事有权收到董事会全体会议及其委任人所属董事委员会所有会议的通知，并出席董事委任他的个人不在场的每次会议并投票，除本协议明文规定外，履行其所有职能，并在其不在时担任其委任人的所有权力。

26.3 **Automatic termination.** An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

26.3 自动终止。如替任董事不再担任董事，替任董事将不再担任替任董事。

26.4 **No Agency.** An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

26.4 没有代理。替任董事为所有目的应视为董事，并应自行负责自己的行为 and 违约行为，不应被视为董事的代理人。

27 NO MINIMUM SHAREHOLDING

27 最低持股

27.1 The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

27.1 本公司可在股东大会上确定由董事持有的最低持股比例，但除非和直至确定了该持股资格，董事则无需持有股份。

28 REMUNERATION OF DIRECTORS

28 董事薪酬

- 28.1 **Office Remuneration.** The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination of such methods.

28.1 办公室薪酬。 向董事支付的酬金（如有）将为董事厘定的酬金。 董事亦有权就彼等出席董事会或董事委员会会议或本公司股东大会或任何类别持有人的独立会议而适当支付其所有旅费，酒店及其他开支 本公司股份或债权证，或与本公司业务有关的其他业务，或董事可能厘定的固定免税额，或上述方法的组合。

- 28.2 **Additional Remuneration.** The Directors may by resolution approve additional remuneration to any Director for any services other than his ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

28.2 额外的报酬。 董事可通过决议案批准向任何董事追加任何其他日常工作之外的其他服务的薪酬。 支付给作为本公司的律师或律师的董事的任何费用，或以专业身份以其他方式服务的费用，应作为他作为董事的报酬的补充。

- 28.3 **Pensions.** The Directors, on behalf of the Company, may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

28.3 养老金。 董事代表本公司可向本公司或其遗属或其遗 held 或其受扶养人任何其他受薪职位或盈利地点的任何董事支付酬金或退休金或津贴，并可向任何基金 支付购买或提供任何这种酬金，退休金或津贴的保险费。

29 INDEMNIFICATION

29 赔偿

- 29.1 **Indemnity and Exclusion of Liability.** Every Director, alternate Director or Officer shall be indemnified out of the assets of the Company against any liability incurred by him as a result of any act or failure to act in carrying out his functions other than such liability (if any) that he may incur by his own actual fraud or wilful default. No such Director, alternate Director or Officer shall be liable to the Company for any loss or damage in carrying out his functions unless that liability arises through the actual fraud or wilful default of such Director or officer. References in this Article to actual fraud or wilful default mean a finding to such effect by a competent court in relation to the conduct of the relevant party.

29.1 赔偿责任和排除责任。 每名董事，替任董事或高级人员均不得因本公司资产而因任何行为或未能履行其职能而招致的责任，获得本公司资产的弥偿，但可能招致的责任（如有）除外 由他自己的实际欺诈或故意违约。 替代董事或高级职员不应对本公司在履行职责时的任何损失或损害承担责任，除非由于该董事或高级职员的实际欺诈或故意违约而产生责任。 本条所称的实际欺诈或故意违约，是指由有管辖权的法院就有关当事人的行为发现此种结果。

29.2 Advancement of Expenses. Expenses, including legal fees, incurred by a Director, alternate Director or Officer, or former Director, alternate Director or Officer in defending any legal, administrative or investigative proceedings may be paid by the Company in advance of the final disposition of such proceedings upon receipt of an undertaking by such party to repay the amount if it shall ultimately be determined that such Director, alternate Director or Officer is not entitled to be indemnified by the Company and upon such terms and conditions, if any, as the Company deems appropriate.

29.2 费用提前。 公司董事，替代董事或高级职员或前任董事，替任董事或高级职员因捍卫任何法律，行政或调查程序而产生的费用（包括法律费用）可由公司在收到此类程序后最终处理 如该等董事，替任董事或高级人员最终无法获得本公司的赔偿，并按本公司认为适当的条款及条件（如有）作出最终裁定。

29.3 Insurance. The Company may purchase and maintain insurance in relation to any person who is or was a Director, alternate Director, Officer or liquidator of the Company, or who at the request of the Company is or was serving as a Director, alternate director, Officer or liquidator of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity.

29.3 保险。 本公司可就任何本公司董事，替任董事，高级职员或清盘人，或应本公司要求或正在担任董事，替任董事，高级职员或董事 清盘人或以任何其他身份为其他法人团体或合伙企业，合资企业，信托公司或其他企业的任何清盘人或代理人，不得针对该人以该人身份所招致的任何责任作出该等责任。

30 RECORDS

30 记录

30.1 Registered Office Records. The Company shall keep the following documents at the Registered Office:

- (a) the Certificate of Incorporation and any Certificate on Change of Name;
- (b) a copy of the Memorandum and Articles;
- (c) the Register of Directors and Officers; and
- (d) to the extent the Company has created a security interest over any of its assets the Register of Mortgages and Charges required to be maintained by the Company under Section 54 of the Companies Law.

30.1 注册办公室记录。公司应在注册办公室保存下列文件：

- (a) 公司注册证书及任何更名证明书；
- (b) 备忘录及细则的文本；
- (c) “董事和高级职员登记册”；及
- (d) 本公司已根据公司法第 54 条规定，本公司须为其任何资产设立抵押登记册所需的抵押权。

30.2 **Other Corporate Records.** The Company shall keep the following records at the Registered Office or at such other place or places, within or outside the Cayman Islands, as the Directors may determine:

- (a) minutes of meetings, Ordinary Resolutions and Special Resolutions of Members and classes of Members;
- (b) the Register of Members; and
- (c) minutes of meetings and Resolutions of Directors and committees of Directors.

30.2 其他公司记录。本公司须在董事所决定的注册办事处或开曼群岛内外的其他地点备存以下记录：

- (a) 会议记录，会员和各类会员的普通决议和特别决议；
- (b) 会员名册；及
- (c) 会议纪录及董事及董事委员会决议。

30.3 **Electronic Form.** All of the registers and records kept by the Company under these Articles shall be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Law.

30.3 电子表格。本公司根据本章程保存的所有登记簿和记录应以书面形式或全部或部分为符合电子交易法要求的电子记录。

31 SEAL

31 印章

31.1 **Use of Seal.** The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or an Officer or other person appointed by the Directors for the purpose.

31.1 使用印章。如果董事如此决定，公司可以有印章。印章只能由董事或董事授权的董事会授权使用。已贴上印章的每份文书，均须由至少一名为董事或高级职员或由董事为此目的委任的其他人士签署。

31.2 **Duplicate Seal.** The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

31.2 重复密封。本公司可能会在开曼群岛以外的任何地方或地方使用一式两份的印章或印章，各印章或印章均为本公司印章的复印件，而倘董事如此决定，加上其面值 每个使用地点的名称。

31.3 **Authentication and Filing.** A Director or Officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

31.3 认证和归档 本公司的董事或高级人员，代表或律师可无需董事的进一步授权，仅在其签字上盖印印章，以证明其需要印章认证或向开曼群岛公司注册处处长提交的任何文件，或其他地方。

32 DISTRIBUTIONS

32 分发

32.1 **Payment of Distributions.** Subject to the Companies Law and this Article, the Directors may declare and pay out of the funds of the Company lawfully available for such purpose a Distribution at a time and of an amount they think fit. No Distribution shall be paid except out of the realised and unrealised profits of the Company, and/or out of the share premium account and/ or as otherwise permitted by the Companies Law.

32.1 分配支付。在符合“公司法”和本条规定的前提下，董事可以合法地为此目的宣布和支付本公司的资金，并按其认为合适的时间和金额进行分配。除本公司已变现及未变现溢利及/或股份溢价账外及/或公司法另有规定外，概无分派。

32.2 **Ranking.** Except as otherwise provided by the rights attached to Shares, all Distributions shall be declared and paid according to the par value of the Shares that a Member holds. The Company may pay Distributions in proportion to the amount paid upon each Share where a larger amount is paid up on some Shares than on others. If any Share is issued on terms providing that it shall rank for Distributions as from a particular date, that Share shall rank for Distributions accordingly.

32.2 排名。除股份附带的权利另有规定外，所有分派均须按股东所持股份的面值申报及支付。本公司可能按比例支付每股股份支付的部分股份，其中部分股份支付较多股份。如果任何股份是按照条款发行的，并规定从特定的日期起应该对分配进行排名，那么该份额应相应地分配给分配。

32.3 Deductions. The Directors may deduct from any Distribution payable to any Member all sums of money, if any, then payable by him to the Company on account of calls or otherwise.

32.3 扣除。董事可从任何分派中扣除任何分派款项（如有），然后由彼等以电话或其他方式支付予本公司。

32.4 Distribution in Kind. The Directors may declare that any Distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

32.4 实物分配。董事可宣布任何分派全部或部分透过分派特定资产（特别是任何其他公司的股份，债券或证券）或以任何一种或多种方式分派，而董事可与彼等认为合宜，特别是可以发行部分股份，并确定这些特定资产或其任何部分的分配价值，并可以确定现金支付应根据所确定的价值向任何成员做出调整，以调整所有成员，并可将任何此类特定资产归属受托人，而董事可能认为合宜。

32.5 Payment. Any Distribution payable in cash in respect of Shares may be paid by electronic funds transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Distributions payable in respect of the Shares held by them as joint holders.

32.5 付款。就股份而言，以现金支付的任何分派可透过电子资金转账支付予持有人或透过邮寄寄往支票持有人的登记地址的支票或手令支付，或就共同持有人而言，首先在会员名册上登记的持有人或者该持有人或联名持有人可以以书面形式直接向该人和该地址登记。每张支票或手令都应按付款人的顺序支付。两名或以上联名持有人中的任何一名可就其作为联名持有人持有之股份应付之任何分派作出有效收据。

32.6 No Interest. No Distribution shall bear interest as against the Company and no distribution shall be paid on Treasury Shares.

32.6 无相关利益。任何分派均不会对本公司构成任何利益，亦不会分配库存股份。

32.7 Unclaimed Payments. Any Distribution which cannot be paid to a Member and/or which remains unclaimed after six months from the date of declaration of such Distribution may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Distribution shall remain as a debt due to the Member. Any Distribution which remains unclaimed after a period of six years from the date of declaration of such Distribution shall be forfeited and shall revert to the Company.

32.7 无人认领的股份。任何分派于分派宣布日期起计六个月后无法支付予一名股东及／或仍然无人认领的分派，可由董事酌情决定以本公司名义支付予独立账户，惟本公司不得以该账户的受托人身份设立，而分配应继续作为欠会员的债项。自宣布发行之日起六年后仍未宣布的任何分派将被没收，并将归还给本公司。

33 CAPITALISATIONS

33 资本额

33.1 **Capitalisations.** The Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of profit and loss account or otherwise available for distribution and appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a Distribution of profits by way of dividend and apply such sum on their behalf in paying up in full unissued Shares for issue, allotment and distribution credited as fully paid-up to and amongst them in the proportions aforesaid. In such event the Directors may make such provisions as they think fit in the case of Shares becoming distributable in fractions.

33.1 资本额。董事可将本公司任何储备账户（包括股份溢价账及资本赎回储备）的信贷或损益账的信贷或其他可供分派的款项资本化，并按比例（其中该笔款项可在其中被分配的股份）同样为以股息方式分派溢利，并将其用作支付全数未发行股份以发行，配发及分派入账列作缴足及其中按上述比例计算。在这种情况下，董事可以在股份可分配的情况下制定他们认为适合的条款。

34 RECORD DATE

34 记录日期

34.1 **Record Date Determination.** For the purpose of determining Members entitled to attend meetings, receive payment of any Distribution or capitalisation or for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days. In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members provided that the record date for a meeting may not be earlier than the date of notice of such meeting.

34.1 记录日期的确定。为了确定有权出席会议的会员，收取任何分配或资本化支付或任何其他目的，董事可以规定，会员登记册在规定期限内不得转让，在任何情况下均不得超过四十天。为取代或除了关闭会员名册，董事可提前确定或拖欠会议记录日期作为会员任何决定的记录日期，但会议的记录日期不得早于会议通知。

34.2 **No Record Date Chosen.** If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to attend meetings, receive payment of a Distribution or capitalisation, the date on which the notice of the meeting is given or resolution of the Directors declaring such Distribution or capitalisation is adopted, as the case may be, shall be the record date for such determination of Members.

34.2 没有记录日期选择。如果会员登记册没有如此结案并且没有确定有权出席会议的成员的记录日期，则收到分配或资本金支付，会议通知的发出日期或董事会宣布的决议 则采用分配或资本化（视情况而定）应为会员确定的记录日期。

35 REPRESENTATION

35 代表

35.1 **Representation of Legal Persons.** The right of any individual to speak for or represent a Member or a Director being a legal person shall be determined by the law of the jurisdiction where, and by the documents by which, such legal person is constituted or derives its existence but save where an objection has been raised by a Member or a Director, the Directors shall not be obliged to verify the rights of individuals purporting to speak for or represent legal persons. In case of doubt, the Directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the Directors may rely and act upon such advice without incurring any liability to any Member or the Company.

35.1 法人代表。任何个人代表或代表法人成员或董事的权利，应由法人所在的法律以及由该法人组成或得自其存在的文件的法律来决定，董事会成员或董事提出反对意见，董事无需核实声称代表法人或代表法人的人的权利。如有疑问，董事可能会诚意向任何合格人士寻求法律意见，除非及直至具有司法管辖权的法院另有规定，否则董事可依赖该等意见并采取行动，而毋须对任何股东或本公司承担任何责任。

36 FINANCIAL YEAR

36 财年

36.1 Unless the Director otherwise prescribe, the financial year of the Company shall be the calendar year.

36.1 除非董事另有规定，否则本公司的财政年度为日历年。

37 ACCOUNTS

37 账户

37.1 **Accounts.** The Company shall keep proper books of account with respect to (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; (b) all sales and purchases of goods by the Company; and (c) the assets and liabilities of the Company, that in each case, are sufficient to give a true and fair view of the Company's affairs and to explain its transactions.

37.1 帐户。公司应当对（一）公司收到和支出的一切款项和发生收支事项保存适当的账簿；（b）公司所有的货物买卖；（三）公司的资产和负债情况，足以真实，公正地反映公司事务，并说明其交易情况。

37.2 **Inspection.** The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the

Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Companies Law or authorised by the Directors or by the Company in general meeting.

37.2 检验。董事将不时决定是否及在何种程度，在何种时间，地点，在何种条件或规定下，公司或其中任何一个账户和账簿应开放给不是董事会成员的会员，（非董事）除本公司授予或董事授权或本公司股东大会授权外，均无权查阅本公司任何账目或账簿或文件。

37.3 **Financial Information.** The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

37.3 财务信息。董事可不时安排准备并在法律要求的公司股东大会上设置损益表，资产负债表，集团账户（如有）以及其他报告和账目。

38 AUDIT

38 审计

38.1 **Auditor.** The Directors may appoint an auditor of the Company who shall hold office until removed from office by resolution of the Directors, and may fix his or their remuneration.

38.1 审计。董事可委任本公司核数师，其任期由董事决议解除职务，并可厘定其酬金。

38.2 **Access Right.** Every auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers such information and explanation as may be necessary for any audit.

38.2 访问权限。本公司每名核数师均有权随时查阅本公司账簿及账目及凭证，并有权要求董事及高级人员进行任何审核所需的资料及解释。

38.3 **Auditor Reports.** Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at such times as shall be required by the Directors or any meeting of the Members.

38.3 审计报告。如董事有此要求，核数师须于董事任何会议所要求的时间内就本公司之账目作出报告。

39 NOTICES

39 通知

39.1 **Calculation of Elapsed Time.** Subject to the laws of the Cayman Islands, where any period of time is expressed as required for the giving of any notice or in any other case where some other action is required to be undertaken within or omitted from being taken during a specified period of time, the calculation of the requisite period of time will not include the day on which the notice is given (or deemed to be given) or the day on which the event giving rise to the need to take or omit action occurred, but shall include the day on which the period of time expires.

39.1 计算经过的时间。在遵守开曼群岛法律的情况下，凡在任何时间内按要求表达任何通知，或在任何其他情况下需要在指定时间内采取或省略采取某些其他行动，所需时间的计算将不包括通知发出的日期（或被视为给出的日期）或引起需要采取或省略行动的事件发生的日期，但应包括那段时间到期的那一天。

39.2 **Delivery of Notices.** Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent airmail. E-mail notices may be sent by e-mail text and/or by way of a document attached to an email in portable document format (PDF) or in Microsoft Word format and/or by any other method separately agreed between the Company and its Members.

39.2 交付通知。通知应以书面形式，并可由公司以个人身份或通过快递员，邮寄，有线电视，电传，传真或电子邮件的方式发送给他或他的地址，如会员登记簿（或通过电子邮件将通知发送到该会员提供的电子邮件地址）。任何通知，如果从一个国家张贴到另一个国家，应发送航空邮件。电子邮件通知可通过电子邮件文本和/或以便携式文件格式（PDF）或 Microsoft Word 格式附加到电子邮件的文件的方式发送，和/或通过本公司与其分开的任何其他方式成员。

39.3 **Deemed Receipt.** Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing a notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service it shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

39.3 视为通知。通知以快递方式送达的，通知送达快递公司的，视为已经在第三天（不包括星期六，星期日或公休日）收到，在通知发送给信使的那一天之后。以邮寄方式寄送通知的，通知书的送达应当视为通过妥善处理，预付，邮寄含有通知书的信件实施，并视为已经在第五天收到（不包括星期六或者星期日或公众假期）。通过电报，电传或传真发出通知的，通知的送达视为已经在送达通知当天收到。通过电子邮件发出通知的，应当视为通过将电子邮件发送给预定收件人提供的电子邮件地址而实施，并应被视为已在收到通知的同一天收到，收件人不需要确认收到的电子邮件。

39.4 **Notices of General Meeting.** Notice of every general meeting shall be given in any manner hereinbefore authorized to every person shown as a Member in the Register of Members on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members.

39.4 股东大会通告。每次股东大会的通知，应以上述授权的方式，在会议记录日的会员名册上作为会员注册，除非联名持有人的通知应足够，第一名在会员名册中注册。

40 VOLUNTARY LIQUIDATION

40 自愿清盘

40.1 Subject to the Companies Law, the Company may by Special Resolution be wound up voluntarily.

40.1 根据公司法，公司可以通过特别决议自愿清盘。

41 WINDING UP

41 清盘

41.1 **Distribution of Assets.** If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them. If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

41.1 资产分配。公司清盘结束后，可供分配的资产不足以偿还全部股本的，应当予以分配，尽可能使损失由公司承担。会员按其所持股份的面值比例。清盘时，可供分配的资产在清盘开始时应足以偿还全部股本，则剩余部分按照股东的面值他们在清盘开始时所持有的股份，可从应付有关款项的股份中扣除所有应付予本公司的未付电话费或其他款项。本条不影响按特别条款发行的股份持有人的权利。

41.2 **Valuation of Assets.** If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Companies Law, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

41.2 资产评估。如果公司被清盘，清算人可以在特别决议和公司法规定的任何其他制裁的处罚下，以实物方式将公司全部或部分资产进行分配（无论是否包括同类或不同类财产），并可为此目的估价任何资产，并确定如何在各成员或不同类别的成员之间进行分工。清算人可以类似的制裁，将该等资产的全部或任何部分，以该等信托形式，以该等信

托为议员的利益，作为清盘人，以类似的制裁方式，将其认为适当，但不得强制任何成员接受有责任的资产。

42 CONTINUATION

42 存续

42.1 The Company may, subject to the provisions of the Companies Law and with the approval of a Special Resolution, transfer and be registered by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and be de-registered in the Cayman Islands.

42.1 本公司可根据公司法条文并经特别决议案批准转让，有权持续登记为开曼群岛以外任何法律项下的有限责任公司并因此在开曼群岛注销。

43 AMENDMENT OF THE MEMORANDUM AND ARTICLES

43 修改备忘录和条款

43.1 Subject to the Companies Law and the rights attaching to any class or series of Shares, the Company may by Special Resolution change its name or alter or amend these Articles and/ or the Memorandum in whole or in part.

44 43.1 根据公司法及任何类别或任何系列股份附带的权利，本公司可通过特别决议更改其名称或更改或修改全部或部分细则及／或备忘录。

附件二
通知

日期：

致：【】
【】

敬啟者：

1. 根據一份日期為2018年【】月【】日由貴方、本司與【】及【】簽署的股東協議（以下簡稱「該協議」），本信所用涵義與該協議所定義的相同。
2. 本司謹此按該協議第4.2(a)條向貴方知會股份出售事宜，相關條款如下：
 - (1) 交易對方的基本資料：【】
 - (2) 主要條款：【】
 - (3) 交易完成的條件：【】
 - (4) 對價決定基準：【】
 - (5) 按該協議第4.1條計算的轉讓後本司持有公司股份的百分比：【】

【】

授權代表簽署：【】