

# **ARTICLES OF ASSOCIATION**

**of**

## **ASIAN RUGBY FOOTBALL UNION LIMITED**

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Incorporated the 30th day of April, 2008

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(As adopted by the Special Resolution passed on 19 June 2011 and as subsequently amended by the Special Resolutions passed on 18 November 2012, 1 June 2014, 6 November 2016, 19 November 2017 and 6 September 2020)

**Tanner De Witt 1806, 18th Floor, Tower Two, Lippo Centre, 89 Queensway,  
Hong Kong Tel: (852) 2573 5000 Fax: (852) 2802 3553**

**THE COMPANIES ORDINANCE (CHAPTER 622)**

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**COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**ASIAN RUGBY FOOTBALL UNION LIMITED**

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**Part A: Mandatory Articles, Registered Office, Objects, and Powers**

Words and expressions specified in Article 2.1 of Part B are applicable in this Part A.

- 1 The name of the Company is "ASIAN RUGBY FOOTBALL UNION LIMITED" (hereinafter referred to as the "**Company**").
- 2 The liability of the Voting Members, as defined in Part B, is limited.
- 3 Every Voting Member of the Company undertakes to contribute such amount as may be required (not exceeding the sum of Hong Kong one hundred dollars) to the assets of the Company in the event of its being wound up while it is a Voting Member, or within one (1) year afterwards, for payment of the debts and liabilities of the Company contracted before it ceases to be a Voting Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 4 If, upon the winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Voting Members of the Company, but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of the Clause G hereof, such institution or institutions to be determined by the Voting Members of the Company at or before the time of dissolution, or in default thereof by a Judge of the High Court of Hong Kong having jurisdiction in regard to charitable funds and if so far as effect cannot be given to the aforesaid provisions then to some charitable objects.

- (a) The registered office of the Company will be situated in Hong Kong.
- (b) The objects for which the Company is established are:
  - (b) To promote and foster development of rugby football in Asia and to act as a holding company for subsidiaries established for such purposes.
  - (c) To produce, print or publish anything in written, oral, electronic or visual media in furtherance of the objects of the Company.
  - (d) To promote and advertise the Company's activities.
  - (e) To employ, remunerate, dismiss or replace employees from time to time as the Company may think fit and to retain professional or non-professional advisors or consultants as may be considered necessary or expedient.
  - (f) Subject to any consents required by law to raise funds and borrow money, invite and receive contributions or grants, seek subscriptions or raise monies in any other way.
  - (g) To open, maintain and operate any bank account and other banking facilities.
  - (h) To invest and deal with the monies of the Company not immediately required for the furthering of the objects of the Company in any investments, securities or properties as the Company may deem expedient.
  - (i) To lend money to such persons, companies or associations on such terms as may be appropriate and to guarantee performance of contracts by any such persons, companies or associations.
  - (j) To establish or promote or concur in establishing or promoting any limited liability company which may directly or indirectly benefit the Company or for the purpose of the objects of the Company.
  - (k) To carry on trade insofar as the trade is exercised in the course of actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the Company.
  - (l) To purchase or otherwise acquire any property, assets or liabilities necessary for the purpose of the objects of the Company and to sell, transfer or dispose of any of the Company's property, assets and liabilities in such manner as the Company may think fit to any person, company, union, or association with a view to promotion of its objects.
  - (m) To enter into any arrangements or contracts with any authorities or any person, company or association necessary to promote any of the Company's objects.
  - (n) To do all such other lawful things as may be incidental or conducive to the attainment of the above objects.

Provided that:-

- i In case the Company shall take or hold any property which may be subject to any trusts, the Company will only deal with or invest the same in such manner as allowed by law, having regard to such trust.
  - ii The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- a The income and property of the Company howsoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in these Articles of Association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the Voting Members of the Company. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company or to any Voting Member of the Company in return for any service actually rendered to the Company; and provided that no Office Bearer shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Office Bearers except repayment of out-of-pocket expenses.

We, the undersigned, wish to form a company and wish to adopt the articles of association as attached.

Hong Kong Rugby Football Union  
Room 2001, Olympic House,  
1 Stadium Path,  
So Kon Po, Causeway Bay,  
Hong Kong  
Corporation

(Sd.) Trevor GREGORY  
Director  
For and on behalf of  
Hong Kong Rugby Football Union

Dated the 27 day of March 2008

WITNESS to the above signatures:

(Sd.) Allan PAYNE  
Executive Director

Room 2001, Olympic House,  
1 Stadium Path, So Kon Po,  
Causeway Bay,  
Hong Kong

## Part B: Other Articles

### 1 Exclusion of Model Articles

The provisions in the Model Articles for Companies Limited by Guarantee in Schedule 3 to the Companies (Model Articles) Notice (Chapter 622H) shall not apply to the Company.

### 2 Interpretation

- 2.1 In these Articles, unless the context otherwise requires, the following words and expressions have the meanings specified below:

“**Articles**” means the articles of association of the Company;

“**Associate Members**” means unions which are admitted from time to time as Associate Members pursuant to these Articles and the Regulations who shall have the right to attend and speak, but not to vote nor to propose any resolution at general meeting(s) and shall not be registered as members under the Ordinance, and “**Associate Member**” means any of them;

“**clear days**” means, in relation to the period of a notice, the notice period excluding the day on which the notice is deemed to be given and the day on which the relevant event is to take place or on which the notice is to take effect;

“**Council**” means the Council established from time to time pursuant to these Articles and the Regulations, and “**Council member**” means an individual who is an Office Bearer or a Representative and who shall be registered as a director under the Ordinance;

“**Council meeting**” means a meeting of Council members held in accordance with the Articles and Regulations;

“**electronic communications**” means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, e-mail, facsimile, CD-ROM, audio tape and telephone transmission;

“**Exco**” means the executive committee appointed in accordance with Article 19 with responsibility for framing and overseeing implementation of the Company’s strategic plan and application of policy decisions. The roles, powers and responsibilities of Exco are set out in the Regulations;

“**general meeting**” means a meeting of the Voting Members which shall, for the purpose of the Ordinance, be regarded as a general meeting;

“**Governmental Authority**” means any local government, authority, agency, assembly or other body, court, central bank or trade, public or professional or regulatory or taxing body;

“**Members**” are referring to those unions who are admitted as Associate Members and Voting Members of the Company, however, where reference is made in any of these Articles and Regulations to the rights of Members as regards voting, the term “**Member**” shall not include a reference to the Associate Members; “**Member**” means any of the Members, as the case may require, and “**membership**” shall be construed accordingly;

“Office Bearer” means a holder from time to time of the office of President, three (3) Vice Presidents, and Representatives to World Rugby Council or any other office so designated by the Regulations;

“**Officer**” means a person holding a recognized position of authority within a Member union;

“**Ordinance**” means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong;

“**Ordinary Resolution**” means a resolution passed by a simple majority of the votes cast by such Members as, being entitled so to do, vote at a general meeting held in accordance with these Articles and of which not less than fourteen (14) clear days’ notice, specifying the intention to propose the resolution as an Ordinary Resolution, has been duly given;

“**Organisational Documents of the Company**” means these Articles and the Regulations (as such documents may from time to time be amended, supplemented, modified or replaced pursuant to their terms or any applicable law);

“**Other Exco Member**” means a member of Exco who is not an Office Bearer;

“**Person**” includes any body of persons, corporate or unincorporated, including organisations, unions and Governmental Authority, but excludes any individual and any entity which does not qualify to apply to become a Member;

“**President**” means the president of the Council holding office pursuant to the Regulations and includes the Vice Presidents appointed pursuant to the Regulations;

“**Regulations**” means regulations of the Company (including Schedules to the Regulations) made, adopted or amended in accordance with Article 4;

“**Requirements of Law**” means, in relation to any Person, any law or regulation (including any professional regulation whether or not having the force of law), or any order or determination of an arbitrator or a court or other Governmental Authority, in each case, which is binding upon such Person or any of its property or to which such Person, or any of its property, is subject in accordance with established principles of international law;

“**Representative**” means a representative of a Voting Member who shall be nominated by that Voting Member to be a Council member and who must be an Officer of the Voting Member at the time of such nomination to the Council and for the duration of his or her term as a Council member;

“**resolution**” includes any amendment to any resolution;

“**Seal**” means the common seal of the Company, any official seal kept by the Company for use outside Hong Kong and any official seal kept by the Company to seal securities, or any of them as the case may require;

“**Secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including any joint, assistant or deputy secretary;

“**simple majority**” means more than 50%;

“**Special Resolution**” means a resolution passed by at least 75% of the votes cast by such Members as, being entitled so to do, vote at a general meeting held in accordance with these Articles and of which not less than twenty-one (21) clear days’ notice, specifying the intention to propose the resolution as a Special Resolution, has been given;

“**Subscriber**” means a subscriber to the Articles;

“**union**” means the entity or federation or association or other organisation which is responsible for the organisation of rugby within a country or territory;

**“Voting Members”** means unions which are admitted from time to time as Voting Members pursuant to these Articles and the Regulations who shall be registered as members under the Ordinance and shall have the right to attend, speak and vote at general meeting(s) and **“Voting Member”** means any of them.

**2.2** In these Articles, unless the context otherwise requires:

- (c) words in the singular include the plural and vice versa;
- (d) any pronoun includes the corresponding masculine, feminine and neuter forms;
- (e) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and references to “other” and “otherwise” shall not be construed with reference to the words that went before where a wider construction is possible;
- (f) references to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the date of these Articles so far as such modification, re-enactment or consolidation applies or is capable of applying to any relevant transactions or matter and (so far as liability thereunder may exist or can arise) shall include also any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which such statute or provision has directly or indirectly replaced;
- (g) references to any agreement or other document include such agreement or other document as amended, supplemented, modified, novated or replaced;
- (h) save as otherwise provided in these Articles and unless the context otherwise requires, words or expression contained in these articles bear the same meaning as in the Ordinance;
- (i) references to writing include references to typewriting, printing, lithography, photography, electronic communications and any other modes of representing or reproducing words in a legible and non-transitory form;
- (j) references to a power are to a power of any kind, whether administrative, discretionary or otherwise; and
- (k) references to the Council include references to any committee or person to whom it has properly delegated the relevant function, power, right or discretion.

**2.3** The headings are inserted for convenience only. They are not part of these Articles and are not to affect the construction of, or be taken into account in interpreting, these Articles.

### **3 Members**

**3.1** The Members shall comprise the Associate Members and Voting Members and such other types of members as the Regulations may permit. All Members must be an official governing rugby football organisation of a country recognized by World Rugby as being within the Asian region and comply with such other qualification requirements as specified in the Regulations.

**3.2** The number of Members with which the Company proposes to be registered is fifty (50), but the Council may from time to time register an increase of Members.

- 3.3** The first Voting Member of the Company shall be the Subscriber.
- 3.4** Persons may become Associate Members by applying in accordance with the Regulations.
- 3.5** Any union may apply to become a Member and admission to such membership shall be considered by the Council in accordance with the provisions of these Articles and the Regulations. All applications for membership must be accompanied by the recommendation of two (2) existing Members. All Persons must apply for Associate membership and become an Associate Member for a minimum period of two (2) years before being admitted as a Voting Member.
- 3.6** Questions relating to the acceptance of a union as a Member shall be decided by resolution of at least 75% of the Council members present at a Council meeting.
- 3.7** Persons which are admitted from time to time as Members pursuant to these Articles and the Regulations shall have the rights and obligations set out in these Articles and the Regulations. In particular the Council or Exco may from time to time determine the subscriptions and entrance fees, if any, payable by each category of Member.
- 3.8** No right granted to or obligation imposed on any Member or other Person under these Articles or the Regulations shall be deemed to be a class right for the purposes of these Articles, the Regulations or the Ordinance.
- 3.9** A Member may only cease to be a Member with the consent of at least 75% of the Council members present at a Council meeting or otherwise in accordance with the Regulations.
- 3.10** Membership shall not be transferable.

## **4 Regulations**

- 4.1** The Company may make and adopt Regulations governing, and establishing the rights and obligations of, the Company, the Members, the Council, Council members, Officers, Office Bearers and Exco. Without limitation, such Regulations may relate to:
- 4.1.1** the admission of new Members;
  - 4.1.2** the resignation and expulsion of Members and automatic or other termination of membership;
  - 4.1.3** the voting rights of and consents required from Members;
  - 4.1.4** the rights and obligations of Members, including rights and obligations in consequence of or following termination of membership;
  - 4.1.5** without prejudice to Article 4.1.4, the standards, principles, strategies, policies, objectives, plans, projects, programs, methodologies, practices and systems (including those relating to risk management) to be observed and applied, and other obligations to be complied with, by Members;
  - 4.1.6** the eligibility for office, appointment, composition, remuneration, incapacity, resignation, indemnification, disqualification and removal, and the powers, responsibilities and proceedings, of the Council and Office Bearers, the Members, Exco, other committees and officers of the Company (and the Regulations may in particular, without limitation, specify that particular individuals shall hold particular offices, and require, permit or prohibit the exercise or the delegation of particular

powers or impose conditions upon the exercise of any power including those contained in these Articles);

- 4.1.7 the making of investments or holding and management of assets directly or indirectly for the benefit of the Members or any of them;
- 4.1.8 the dissolution of the Company; and
- 4.1.9 all procedural, administrative and other matters directly or indirectly arising out of or connected with any of the above matters and any other matters which these Articles expressly or by implication authorise to be dealt with by the Regulations.

Such Regulations may, in relation to any matter, authorise that it be determined by the Council or any committee of the Council or any officer of the Company either in its, his, her or their discretion or pursuant to criteria or regulations established or made by any relevant officer or organ. Such Regulations may, for reasons of convenience, repeat provisions in these Articles.

- 4.2 If there is any conflict between the provisions of these Articles and any Regulations, the provisions of these Articles shall prevail.
- 4.3 Regulations may be made, amended, supplemented, modified, replaced or rescinded by Exco, subject to Exco having consulted with the Members and met the approval criteria as any Regulations may require in relation to such amendment, supplement, modification, replacement or rescission.

## **5. The Council**

The management of the affairs of the Company shall be vested in the Council and all powers and responsibilities relating thereto shall be exercised by the Council, in accordance with and subject only to any restrictions expressly set out in the Organisational Documents of the Company and any Requirements of Law.

## **6. Composition of the Council**

- 6.1 Subject to Article 6.10 and the Regulations, the Council shall consist of the holders from time to time of the following offices:
  - 6.1.1 The President
  - 6.1.2 Three (3) Vice Presidents
  - 6.1.3 The two (2) Representatives, one (1) male and one (1) female to World Rugby Counciltogether with one Representative from each Voting Member
- 6.2 All Office Bearers shall be elected by the Voting Members upon a vacancy arising in the office of an Office Bearer (other than a casual vacancy), at an annual general meeting by a simple majority of the votes of the Voting Members present at the meeting. No person can be elected to more than one (1) of the offices mentioned in Articles 6.1.1 to 6.1.3 at the same time. The term of appointment of an Office Bearer shall be for a period of four (4) years. The term of appointment for the Representatives to World Rugby Council shall be for a period of four (4) years, each commencing immediately after the annual general

meeting at which the Office Bearer is elected. In the event of a casual vacancy occurring amongst any of the Office Bearers due to death, resignation or for other reasons, then Exco shall be entitled to fill the vacancy and the replacement individual shall fill the office for the remaining term of his or her predecessor.

**6.3** At any one time, there is only one Representative of each Voting Member appointed to the Council as Council member. A nominated Representative shall be appointed as a Council member by the relevant Voting Member delivering a notice to the registered office address for the time being of the Company in accordance with Article 6.10 and such appointment shall take effect on the earlier of:-

6.3.1. the proposed date of appointment as Council member specified in the notice delivered by the Voting Member in accordance with Article 6.10, provided that the requisite consent to act as director as described in Article 6.10 has been received at the registered office address for the time being of the Company within twelve (12) days of the proposed date of appointment; and

6.3.2. the date of actual receipt of such requisite consent to act at the registered office address for the time being of the Company,

provided always that if no consent to act has been signed by such Representative of the Voting Member and returned to the registered office address for the time being of the Company within two (2) months after the proposed date of appointment of the Representative by the Voting Member, then such appointment shall not take effect.

**6.4** The Voting Member of a Representative may, at any time, appoint any one or more persons who are Officers of that Voting Member, to be the alternate Council member to the Representative by delivering a notice to the registered office address for the time being of the Company in accordance with Article 6.10, and may in like manner at any time terminate such appointment. In the case of appointment of an Officer of the Voting Member as an alternate Council member to the Representative of a Voting Member, such appointment shall take effect on the earlier of:-

6.4.1 the proposed date of appointment as alternate Council member specified in the notice delivered by the Voting Member in accordance with Article 6.10, provided that the requisite consent to act as alternate director as described in Article 6.10 has been received at the registered office address for the time being of the Company within twelve (12) days of the proposed date of appointment; and

6.4.2 the date of actual receipt of such requisite consent to act at the registered office address for the time being of the Company,

provided always that if no consent to act has been signed by such Officer of the Voting Member and returned to the registered office address for the time being of the Company within two (2) months after the proposed date of appointment, then such appointment shall not take effect.

**6.5** An Office Bearer shall not also hold the title of a Representative. If a Representative is elected to be an Office Bearer in accordance with Article 6.2, such Representative shall automatically cease to hold the title of a Representative and will thereafter hold the title of Office Bearer only. Upon the cessation of such Office Bearer holding the title of a Representative, the Voting Member of such elected Office Bearer shall be entitled to appoint a substitute Representative.

- 6.6** An Office Bearer shall not be entitled to appoint an alternate Council member. If a Representative is elected to be an Office Bearer in accordance with Article 6.2, any alternate appointed to such Representative shall, immediately upon such election, cease to be an alternate.
- 6.7** The appointment of an alternate Council member shall determine on the happening of any event which if he or she were a Council member would cause him or her to vacate such office in accordance with Article 9 or if the Representative to which he or she is an alternate ceases to be a Council member.
- 6.8** An alternate Council member shall (subject to his or her giving to the Company an address at which notices may be served on him or her) be entitled (in addition to the Representative to which he or she is an alternate) to receive and (in lieu of the Representative to which he or she is an alternate) to waive notices of Council meetings and shall be entitled to attend and vote as a Council member and be counted in the quorum at any such meeting at which the Representative to which he or she is an alternate is not personally present and generally at such meeting to perform all functions of the Representative to which he or she is an alternate as a Council member and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he or she (instead of the Representative to which he or she is an alternate) were a Council member.
- 6.9** An alternate Council member's signature to any resolution in writing of the Council and his or her attestation of the affixing of the Seal shall be as effective as the signature and attestation of the Representative to which he or she is an alternate. An alternate Council member shall not (save as aforesaid) have power to act as a Council member nor shall he or she be deemed to be a Council member for the purposes of these Articles. A Council member shall not be vicariously liable for any tort committed by the alternate Council member appointed to him or her while acting in the capacity as the alternate Council member appointed to him or her nor shall that alternate Council member be deemed to be the agent of the Council member to which he or she is an alternate.
- 6.10** Any appointment, removal or replacement of Representative of a Voting Member as Council member or any alternate Council member to the Representative of the respective Voting Member sitting on the Council shall be made in notice in writing and be signed by or on behalf of such Voting Member and in respect of the alternate signed by the Representative, as the case may be. Such notice may specify the proposed date of appointment, removal or replacement of Representative as Council member or the alternate Council member to the Representative of the respective Voting Member sitting on the Council, as the case may be. In the case of the appointment of Representative of a Voting Member as Council member or an Officer of the Voting Member as alternate Council member to the Representative, such notice shall specify the proposed date of appointment of the Representative as Council member or the Officer as alternate Council member to the Representative (as the case may be). The notice and all other requisite documents in relation to such appointment, removal or replacement shall be delivered to the registered office address for the time being of the Company. In the case of appointment of the Representative of a Voting Member as Council member or an Officer of the Voting Member as an alternate Council member to the Representative, such requisite documents shall include the requisite consent to act as director or alternate director (as the case may be) which shall be signed by the Representative of the Voting Member or the Officer of the Voting Member (as the case may be). Voting Members shall, subject to the requirements of the Ordinance, as soon as

practicable, remove a person appointed as their Representative who is no longer an Officer of the Voting Member.

**6.11** To the extent that the nominated Representative of a Voting Member is not appointed as a Council member, each Voting Member or Council member shall exercise all his or her voting rights for the time being in the Company or the Council (as the case may be) to enable the Representative nominated by a Voting Member to be appointed to the Council and to prevent the passing of any resolutions giving effect to his or her removal from office unless requested by the nominating Voting Member or supported by a request in writing by at least 75% of the other Council members that he or she resigns. In the case of an appointment of the Representative of the Voting Member as Council member under this Article 6.11, such appointment shall take effect on the earlier of:-

**6.11.1** the date of the general meeting or the Council meeting (as the case maybe), provided that the requisite consent to act as director or alternate director as described in Article 6.10 (as the case may be), has been received at the registered office address for the time being of the Company within twelve (12) days of the date of the general meeting or the Council meeting (as the case may be); and

**6.11.2** the date of actual receipt of such requisite consent to act at the registered office address for the time being of the Company,

provided always that if no consent to act has been signed by such Representative of the Voting Member and returned to the registered office address for the time being of the Company within two (2) months after the date of general meeting or Council meeting in which the Representative is appointed (as the case may be), then such appointment shall not take effect.

**6.12** In the event that a Voting Member has been suspended or reverted to being an Associate Member, the Council member who is the Representative of this Voting Member shall be subject to the following restrictions in any Council Meeting held after the suspension of the membership of the Voting Member or reversion of the Voting Member to Associate Member (as the case may be) until the Member is reinstated as a Voting Member:-

**6.12.1** This Council member shall not be entitled to vote nor to propose resolutions at Council Meetings; and

**6.12.2** The attendance of this Council member in a Council Meeting shall not count towards the quorum of the Council Meeting.

## **7 Proceedings of the Council**

**7.1** Subject to the Regulations, the Council may regulate its proceedings as the Council members think fit.

**7.2** The Council shall hold an annual Council meeting and may, if it thinks fit, hold a mid-yearly meeting during any year. The Council shall decide at each meeting the place and date of the next meeting.

**7.3** A Council meeting shall be held on written request of at least one-third of the Voting Members and shall be sent to a person appointed from time to time by Exco in accordance with Article 19.5. Where such a meeting is properly requested, it shall be convened within

three (3) months of the receipt of such request by the person appointed from time to time by Exco in accordance with Article 19.5.

- 7.4** Without prejudice to Articles 7.2 and 7.3 above, any ten (10) Council members acting jointly may, and the person appointed from time to time by Exco in accordance with Article 19.5 on the requisition of ten (10) Council members shall, at any time summon a Council meeting.
- 7.5** Notice in writing shall be given to each Council member not less than one (1) month before a Council meeting, unless otherwise agreed by a simple majority of the Council members, either in writing at the address from time to time notified to the Company by such Council member or by telephone or in such other manner as the Council may from time to time determine. Notice of a Council meeting shall state the venue of the Council meeting. Notice of a Council meeting need not be given to Council members who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the Council meeting has been held, that does not affect the validity of the Council meeting or of any business conducted at it.
- 7.6** The quorum necessary for the transaction of business of the Council shall be a simple majority of Council members entitled to attend. A Council meeting at which a quorum is present may exercise all powers exercisable by the Council.
- 7.7** In addition to its Representative, a Voting Member may send an observer and a translator to Council meetings provided that such persons shall not be entitled to vote. A Voting Member may not send any additional person (other than its Representative, an observer and a translator) save in exceptional circumstances and subject to the prior written approval of the person appointed from time to time by Exco in accordance with Article 19.5. World Rugby may nominate one or more representatives who shall be entitled to attend all Council meetings as observer(s) but who shall not be entitled to vote.
- 7.8** Subject to the Regulations, each Office Bearer and each Representative shall be entitled to have one (1) vote at Council meetings. Questions arising at any Council meeting shall be decided by a simple majority of votes of the person entitled to vote in Council meetings save as required by these Articles or any Requirements of Law, and in case of any equality of votes the chairman as appointed under Article 7.11 shall have a second or casting vote.
- 7.9** Any individual present at a meeting with the right to vote shall be entitled, subject to the Ordinance and the Regulations, to vote at a Council meeting (or any committee of the Council of which he or she is a member) on any resolution concerning a matter in which he or she has, directly or indirectly, a material interest including the matters specified in Article 10.
- 7.10** If a question arises at a Council meeting as to the right of a Council member to vote, the question may, before the conclusion of the Council meeting, be referred to the President (or, if the Council member concerned is the President, to the other Council members at the meeting), and his or her ruling in relation to any Council member other than himself or herself (or, if the Council member concerned is the President, the ruling of the simple majority of the other Council members) shall be final and conclusive.
- 7.11** Subject to the other requirements set out in this Article 7.11, the President shall preside as chairman at a Council meeting, provided he or she is willing to do so. If, at any Council meeting, the President is not present within such reasonable period as the Council members present may determine after the time appointed for the holding of the Council meeting or is

not willing to preside as chairman at the Council meeting but both Vice Presidents are present at the Council meeting within such reasonable period as the Council members present may determine after the time appointed for the holding of the Council meeting and are both willing to preside as chairman at the Council meeting, the two (2) Vice Presidents shall agree amongst themselves as to which of them shall chair the Council meeting. If the President is not present within such reasonable period as the Council members present may determine after the time appointed for the holding of the Council meeting or is not willing to preside as chairman at the Council meeting and only one (1) of the two (2) Vice Presidents is present at the Council meeting within such reasonable period as the Council members present may determine after the time appointed for the holding of the Council meeting, such Vice President shall preside as chairman at the Council meeting, provided he/she is willing to do so. If neither the President nor the two (2) Vice Presidents is present at the Council meeting within such reasonable period as the Council members present may determine after the time appointed for the holding of the Council meeting or willing to preside as chairman or can agree as to whom should preside as chairman (as the case may be), the Council members present may by a simple majority of the votes of those present, elect a chairman of the Council meeting.

**7.12** Anything which may be done by the Council members may be done, without a Council meeting and without any previous notice being required, by resolution signed by a simple majority of the Council members entitled to vote unless a greater majority is required by these Articles or any Requirements of Law to pass such resolution.

**7.13** A written resolution of the Council members entitled to vote need not comprise a single document but shall only be effective if the appropriate number of Council members entitled to vote signify their approval of the resolution by signing a document which accurately states the terms of the resolution. The date of the resolution shall be the date on which it is signed by or on behalf of the last Council member entitled to sign.

**7.14** The Council may upon approval of at least 75% of the Council members present at a Council meeting delegate all or any of their powers to Exco:

(a) by such means; (2)

to such an extent;

(d) in relation to such matters; and

(e) on such terms and conditions;

as they think fit subject to any Requirements of Law. For the avoidance of doubt, Exco shall have the powers, roles and responsibilities as set out in the Regulations and to the extent that such powers, roles and responsibilities fall within the powers of the Council they shall be deemed to have been delegated to Exco.

**7.15** Insofar as any such power is so delegated, any reference in these Articles to the exercise by the Council of such power shall be read and construed as if it were a reference to Exco. If the Council members so specify, any such delegation may:

(n) exclude the rights of the Council to exercise the delegated powers collaterally with Exco; and

(o) authorise the sub-delegation of all or any powers by Exco.

- 7.16** The Council may upon approval of at least 75% of the Council members present at a Council meeting revoke or vary any delegation of powers in whole or part, or alter the scope of such delegation or its terms and conditions, but no such revocation, variation or alteration shall be effective until written notice has been given to Exco.
- 7.17** The Council may, by a simple majority of the Council members present at a Council meeting, appoint an auditor to fill a casual vacancy in the office of auditor.
- 7.18** All Council members shall provide their names in the English language for registration in the register of directors of the Company.

**(o) Minutes of the Council**

The Council shall cause minutes to be made in books kept for the purpose:

- (i) of appointments of officers of the Company and auditors (whether officers of the Company or not) made by the Council or the Members; and
- (ii) of all proceedings at meetings of the Company, the Council and committees of the Council, including the names of the Council members present at each such meeting.

**(p) Disqualification and removal of Council members (including Office Bearers)**

The office of a Council member shall be vacated:

- (i) if he or she ceases to be the Representative of the respective Voting Member; or
- (ii) if he or she ceases to be a Council member by virtue of any provision of the Ordinance or he or she becomes prohibited by law from being a Council member; or
- (iii) if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (iv) if he or she is, or may be, suffering from mental disorder and an order is made by a court having jurisdiction in matters concerning mental disorder for his or her detention or for the appointment of another person to exercise powers with respect to his or her property or affairs; or
- (v) if he or she resigns his or her office by notice to the Company;
- (vi) if he is requested in writing to resign by at least 75% of the other Council members;
- (vii) upon the expulsion of a Voting Member, if the Council member is the Representative of the Voting Member who has been expelled;
- (viii) if the Regulations set out any other circumstances in which the office of a Council member shall be vacated and any such circumstances apply to him or her; or
- (ix) in the case of an Office Bearer, two-thirds of the Voting Members vote in favour of his or her removal at a duly constituted general meeting.

## **10 Council members' interests**

**10.1** Subject to the provisions of the Ordinance and provided that he or she has fully disclosed to the Council the nature and extent of any material interest of his or hers, a Council member notwithstanding his or her office:

**10.1.1** may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;

**10.1.2** may be a shareholder in, or a partner, director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or be otherwise interested in, any member or any body corporate promoted by the Company or in which the Company is otherwise interested;

**10.1.3** may (or any partnership or other association which is not a separate legal person, of which he or she is a partner, employee or member may) act in a professional capacity for the Company (other than as auditor) and be remunerated for such work; and

**10.1.4** shall not, by reason of his or her office or the fiduciary relation established by his or her office, be accountable to the Company for any benefit, which he or she derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate, or for such remuneration and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

**10.2** For the purposes of this Article 10:

**10.2.1** a general notice given to the Council by a Council member that he or she is to be regarded as having an interest of the nature and extent specified in the notice in any contract, transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure to the Council that the Council member has an interest in any such contract, transaction or arrangement of the nature and extent so specified; and

**10.2.2** an interest of which a Council member has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers; and

**10.2.3** a reference in this Article to a contract, transaction or arrangement includes a proposed contract, transaction or arrangement.

## **11 Limitation on liability of Office Bearers**

Subject to Requirements of Law, no existing or former Office Bearer or other officer of the Company shall be liable to the Company or any Member in respect of any act or omission on his or her part in his or her capacity as an Office Bearer or other officer unless the act or omission results from his or her own willful misconduct or negligence, default, breach of duty or breach of trust.

## **12 Balloting**

**12.1** Subject to the Ordinance and the Regulations, the Council may seek the views of the Members or the approval or consent of the Members for such matters and by such means as the Council may determine including by organizing ballots.

- 12.2** The Regulations may govern any matters connected with or arising out of the seeking of such views or the obtaining of such approvals or consent. Subject to the Regulations, the Council shall determine all such matters.

### **13 Powers of the Voting Members**

- 13.1** The Voting Members shall have all powers given by the Ordinance, or otherwise by applicable law, and such other powers as shall be given to it by the Regulations in relation to the affairs of the Company.
- 13.2** In the event that pursuant to a Requirement of Law, an issue concerning the affairs of the Company cannot be determined by the Council, the Members shall determine the issue having regard to the recommendations and/or proposals of the Council.

### **14 Notice of General Meetings**

- 14.1** Except as set out in this Article 14, at least fourteen (14) clear days' notice shall be given of all general meetings.
- 14.2** An annual general meeting shall be held at least once per year at such time and place as may be determined by the Council members. In respect of an annual general meeting and a general meeting called for the purpose of considering a Special Resolution, not less than one (1) month's notice in writing shall be given prior to the meeting, unless otherwise agreed by:
- 14.2.1** in the case of an annual general meeting, all Voting Members; or
- 14.2.2** in the case of any other meeting, a majority in number of the Voting Members, being a majority holding not less than 95%.
- 14.3** The Council members may, whenever they think fit, convene a general meeting, and general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by sections 566 to 568 of the Ordinance. If at any time there are not sufficient Council members capable of acting to form a quorum of the Council meeting, any Council member or any two (2) Voting Members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council members.
- 14.4** At least twenty-eight (28) clear days' notice shall be given by the person appointed from time to time by Exco in accordance with Article 19.5 to the Company of the intention to move a resolution:
- 14.4.1** filling a casual vacancy in the office of auditor; or
- 14.4.2** re-appointing as auditor a retiring auditor who was appointed by the Council members to fill a casual vacancy.
- 14.5** The notice of a general meeting shall:
- 14.5.1** specify the place, the day and the time of the meeting;
- 14.5.2** in the case of an annual general meeting, shall specify the meeting as such;
- 14.5.3** include an agenda indicating in general terms the business to be conducted; and

- 14.5.4** if any resolution is to be proposed as an Ordinary Resolution or Special Resolution, include the full text of the resolution.
- 14.6** Subject to the provisions of these Articles, notices of general meetings shall be given to all Voting Members but the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting shall not invalidate the proceedings at that meeting.
- 14.7** If notice of a general meeting or any other document relating to the meeting is required to be given to a Voting Member, the Company must give a copy of it to its auditor (if more than one (1) auditor, to every one of them) and Associate Members at the same time as the notice or the other document is given to the Voting Members.
- 14.8** Each Voting Member shall nominate in writing up to two (2) officers of the Voting Member to attend any general meeting and such persons who are also Officers of the Voting Member shall be eligible for election as an Office Bearer or as an Other Exco Member. Where a Voting Member has nominated two (2) of its officers to attend, the Voting Member shall authorize one (a) of its two (2) officers to cast the single vote to which the Voting Member is entitled pursuant to Article 17.7. Each Associate Member shall nominate in writing up to two (2) officers of the Associate Member to attend any general meeting. However, these officers of the Associate Member shall only be entitled to speak, but not vote nor propose resolutions, at the general meeting. World Rugby may nominate one or more representatives who shall be entitled to attend all general meetings as observer(s) and who shall not be entitled to vote. Nominations providing details of the delegates must be received by the Company not later than ten (10) days prior to the general meeting.
- 14.9** In addition to its two (2) nominated officers, a Voting Member and an Associate Member may each send a translator to general meetings provided that such person shall not be entitled to vote. Neither a Voting Member nor an Associate Member may send any additional person (other than its two (2) nominated officers and a translator) save in exceptional circumstances and subject to the prior written approval of the person appointed from time to time by Exco in accordance with Article 19.5.
- 14.10** Office Bearers shall be entitled to attend any general meeting.

## **15 Quorum**

- 15.1** No business (other than the appointment of a chairman for the relevant general meeting in accordance with Article 16) shall be transacted at any general meeting unless a quorum is present at the time that the meeting proceeds to business. Unless otherwise provided by the Regulations, the quorum shall be a simple majority of the total number of Voting Members.
- 15.2** The chairman's ruling on whether or not a quorum is present shall, in the absence of bad faith, be final and binding.
- 15.3** If a quorum is not present within an hour after the time appointed for holding a general meeting (or such longer interval as the chairman of the meeting may think fit to allow), or if during a meeting a quorum ceases to be present (except during an adjournment or suspension of the meeting), the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the chairman may determine. If at the adjourned meeting a quorum is not present within an hour after the time appointed for holding the meeting, the meeting shall be dissolved.

## **16 Chairman of General Meetings**

- 16.1** Subject to the other requirements set out in this Article 16.1 and Regulation 2.1(h), the President shall preside as chairman at a general meeting, provided he or she is willing to do so. If the President is not present within fifteen (15) minutes after the time appointed for holding the general meeting or is not willing to preside as chairman at the general meeting but both Vice Presidents are present at the general meeting within fifteen (15) minutes after the time appointed for holding the general meeting and are both willing to preside as chairman at the general meeting, the two (2) Vice Presidents shall agree amongst themselves as to which of them shall chair the general meeting. If the President is not present within fifteen (15) minutes after the time appointed for holding the general meeting or is not willing to preside as chairman at the general meeting and only one (1) of the two (2) Vice Presidents is present at the general meeting within fifteen (15) minutes after the time appointed for holding the general meeting, such Vice President shall preside as chairman at the general meeting, provided he or she is willing to do so. If neither the President nor the two (2) Vice Presidents is present at the general meeting within fifteen (15) minutes after the time appointed for holding the meeting or willing to preside as chairman or can agree as to whom should preside as chairman or can act as chairman pursuant to Regulation 2.1(h) (as the case may be), the Voting Members present shall elect, by way of simple majority of votes, any officer nominated under Article 14.8 to cast the vote of such Voting Members to be chairman at the general meeting and, if, amongst the Voting Members present, only one (1) of them is willing to act, the nominated officer to cast the vote for that Voting Member shall be chairman at the general meeting.
- 16.2** Without prejudice to any other power of adjournment under these Articles or the Regulations, the chairman of any general meeting at which a quorum is present may, with the consent of the simple majority of the Voting Members present (and shall if so directed by such simple majority) adjourn the meeting from time to time (or without specifying a day) and from place to place (or without specifying a place). No business shall be transacted at an adjourned general meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more (or without specifying a day and place), at least seven (7) clear days' notice shall be given to Members entitled to attend and vote at general meetings, specifying the time and place of the adjourned general meeting and the general nature of the business to be transacted.
- 16.3** Except as provided above, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.
- 16.4** The chairman of any general meeting may at any time temporarily suspend proceedings for any reason including, without limitation, to enable those present to eat, drink, communicate with their offices or otherwise or to do other things.

## **17 Rights of Voting Members**

- 17.1** Unless the Regulations otherwise provide and subject to Article 17.2, all resolutions put to a meeting of the Voting Members shall be decided on a show of hands.
- 17.2** Unless the Regulations otherwise provide, any Voting Member may at any time before a resolution is voted upon or upon the result of the vote being declared demand that voting in respect of that resolution be by poll.

- 17.3** A demand for a poll may, before the poll is taken, be withdrawn with the consent of the chairman of the meeting, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 17.4** Except as provided in Article 17.5, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 17.5** A poll demanded on the election of the chairman of a general meeting or on a question of adjournment shall be taken forthwith. A poll required or demanded on any other question shall be taken either forthwith or at such time, and place and in such manner as the chairman directs, not being more than thirty (30) days after the poll is demanded. The requirement of, or demand for, a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been required or demanded.
- 17.6** No notice need be given of a poll conducted immediately or if the time and place at which it is to be conducted are announced by the chairman of the meeting at the general meeting at which it is demanded. In any other case, at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be conducted.
- 17.7** Unless the Regulations otherwise provide, on a show of hands or on a poll each Voting Member shall be entitled to cast one (1) vote. Questions arising at any general meeting shall be decided by a simple majority of votes save as required by these Articles or a Requirement of Law. In the event of an equality of votes, the chairman shall have a second or casting vote.

## **18 Written Resolutions of Voting Members**

- 18.1** Anything which may be done by the Voting Members may be done, without a meeting and without any previous notice being required, by resolution signed by or on behalf of all the Voting Members.
- 18.2** A written resolution of the Voting Members need not comprise a single document but shall only be effective if each of the Voting Members signify their approval of the resolution by signing a document which accurately states the terms of the resolution. The date of the resolution shall be the date on which it is signed by or on behalf of the last Voting Member to sign.
- 18.3** A proposed written resolution shall be circulated to all Voting Members. All Voting Members shall sign the proposed written resolution within twenty-eight (28) days from the date of circulation of the proposed written resolution, failing which the proposed written resolution shall lapse.

## **19 Exco**

- 19.1** Exco shall be elected in accordance with the Regulations and shall comprise at least five (5) members and no more than thirteen (13) members. The membership of Exco shall comprise the Office Bearers who shall be ex-officio members and no more than eight (8) Other Exco Members who shall be Officers of the Voting Members and shall each be elected at an annual general meeting for a term of four (4) years. The membership of Exco shall include at least two (2) male members and at least two (2) female members. World Rugby may

nominate one or more representatives who shall be entitled to attend all meetings of Exco as observer(s) but who shall not be entitled to vote. No employee or contractor of a union can be elected to Exco.

- 19.2** Exco shall meet (in person or teleconference) on at least two (2) occasions in each twelve (12) month period. Notice of Exco meetings shall be given to the Exco members in writing not less than one (1) month (save in emergency circumstances) prior to the meeting. Accompanying the notice shall be the proposed agenda, budget for the meeting and venue confirmation.
- 19.3** The organisation and conduct of Exco meetings shall comply with the requirements of the Regulations.
- 19.4** The quorum necessary for the transaction of business of the Exco shall be a simple majority of Exco members entitled to attend. An Exco meeting at which a quorum is present may exercise all powers exercisable by the Exco.
- 19.5** Exco shall from time to time appoint a person by way of simple majority of the Exco members present in an Exco meeting for the purposes of Articles 7.3, 7.4, 14.4 and 14.9 for a specified period. Exco shall, as soon as practicable, inform all Members and Council members of the appointment of this office and the term of office of the appointee. In case of a casual vacancy of this office during a term of the office or after the expiry of a term of this office, Exco shall appoint a person to fill this office at the next Exco meeting. In case of a casual vacancy of this office or in the intervening period between the expiry of a term of this office and before that next Exco meeting (the "**Vacancy**"), one (1) of the Vice Presidents shall fill the Vacancy and the two (2) Vice Presidents may agree amongst themselves which of them shall fill the Vacancy and failing any such agreement, the Vice President whose surname in the English language (as registered in the register of directors of the Company in accordance with Article **Error! Reference source not found.**) comes before the surname of the other Vice President in the English language (as registered in the register of directors of the Company in accordance with Article **Error! Reference source not found.**) in alphabetical order shall temporarily fill the Vacancy. If the office of that Vice President is then casually vacant, the Vacancy shall be temporarily filled by the other Vice President. If the office of that other Vice President is then also casually vacant, the Vacancy shall be temporarily filled by an Office Bearer set out in Articles 6.1.1, 6.1.3 and 6.1.4 in descending order of priority in case of casual vacancy of any of these Office Bearers.

## **20 Secretary and Auditor**

- 20.1** Unless the Regulations otherwise provide, the Council may from time to time by resolution appoint or remove a Secretary. In the event that the Secretary appointed is a corporation or other body, it may act and sign by the hand of any one or more of its directors or officers duly authorised.
- 20.2** Auditors shall be appointed and their duties regulated in accordance with Part 9, Division 5 of the Ordinance.

## **1 The Seal**

- 21.1** The Seal shall be used only by the authority of a resolution of the Council or of a committee of the Council. Unless otherwise determined by the Council, every instrument to which the

Seal is affixed shall be signed by one (1) Council member and by the Secretary or a second Council member.

- 21.2** The Company may have an official seal for use in any place outside Hong Kong, which shall be a facsimile of its common seal, with the addition on its face of the name of every country, territory, district or place where it is to be used.

### **3. Accounts**

- 22.1** The Council shall cause proper books of account to be kept with respect to:-

**22.1.1** all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

**22.1.2** all sales and purchases of goods by the Company; and

**22.1.3** the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- 22.2** The books of accounts shall be kept at the registered office of the Company, or, subject to section 374 of the Ordinance, at such other place or places as the Council thinks fit.

### **23 Indemnity**

- 23.1** Subject to the Ordinance, an Office Bearer or former Office Bearer or other officers of the Company may be indemnified out of the Company's assets against any liability incurred by such Office Bearer or officers to a person other than the Company or an associated company of the Company in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or associated company (as the case may be).

- 23.2** Article 23.1 only applies if the indemnity does not cover

(ii) any liability of the abovementioned Office Bearer or former Office Bearer or officers of the Company to pay—

a fine imposed in criminal proceedings; or

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

(iii) any liability incurred by the abovementioned Office Bearer or former Office Bearer or officers of the Company —

in defending criminal proceedings in which the abovementioned Office Bearer or former Office Bearer or officers of the Company is convicted;

in defending civil proceedings brought by the Company, or an associated company of the Company in which judgment is given against the abovementioned Office Bearer or former Office Bearer or officers of the Company;

in defending civil proceedings brought on behalf of the Company by a Voting Member, in which judgment is given against the abovementioned Office Bearer or former Office Bearer or officers of the Company;

- 1 in defending civil proceedings brought on behalf of an associated company of the Company by a member of the associated company who is entitled to exercise voting rights in general meetings of the associated company or by a member of an associated company of the associated company who is entitled to exercise voting rights in general meetings of such associated company, in which judgment is given against the abovementioned Office Bearer or former Office Bearer or officers of the Company; or
  - 2 in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the abovementioned Office Bearer or former Office Bearer or officers of the Company relief.
- 23.3** A reference in Article 23.2(b) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.
- 23.4** For the purposes of Article 23.3, a conviction, judgment or refusal of relief
4. if not appealed against, becomes final at the end of the period for bringing an appeal; or
  5. if appealed against, becomes final when the appeal, or any further appeal, is disposed of.
- 23.5** For the purposes of Article 23.4(b), an appeal is disposed of if
- (f) it is determined, and the period for bringing any further appeal has ended; or
  - (g) it is abandoned or otherwise ceases to have effect.
- 23.6** For the purpose of this Article 23, an associated company is an associated company as defined in section 2 of the Ordinance.

## **5. Insurance**

- 24.1** The Council may decide to purchase and maintain insurance, at the expense of the Company, for an Office Bearer or former Office Bearer or other officers of the Company, against—
5. any liability to any person attaching to the abovementioned Office Bearer or former Office Bearer or officers of the Company in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the Company; or
  6. any liability incurred by the abovementioned Office Bearer or former Office Bearer or officers of the Company in defending any proceedings (whether civil or criminal) taken against the Office Bearer or former Office Bearer or officers for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Company.

## **25 Dispute Resolution**

- 25.1** Subject to Article 25.3 and any provisions in the Regulations, any dispute arising in respect of these Articles (including the validity, scope, interpretation and enforceability of any provision) (a “**Dispute**”) which cannot be settled amicably shall be submitted to the mediation of the Council. The Council shall seek to resolve the Dispute within sixty (60) days of such submission (or such longer period as the parties to the Dispute and the Council shall agree). Any such mediation by the Council shall be confidential and without prejudice to any subsequent dispute resolution procedure.

- 25.2** If the Council fails to negotiate a mutually acceptable settlement of the Dispute within that time, the Dispute shall be finally settled pursuant to the rules set out in the Regulations, if any.
- 25.3** Any dispute arising between Members, any allegation of breach of these Articles or the Regulations and any general disciplinary action to be taken against a Member shall be dealt with in accordance with the Regulations.

## **26 Notices**

- 26.1** Any communication or document including process in any legal or arbitration action or proceedings (a “**Communication**”) which the Company or any of its officers or organs or any Member may desire to serve or deliver under or in connection with the Organisational Documents of the Company shall not be effective unless it is:
- 26.1.1** in writing;
  - 26.1.2** in the English language or accompanied by a translation in English;
  - 26.1.3** delivered or sent by mail, courier service, facsimile, electronic communication or any other method now known or hereafter invented for transmitting written communication in legible and permanent form to:
    - a in the case of the Company or any of its officers or organs, the Company’s registered office or such e-mail address or facsimile machine as it shall have notified for the purpose;
    - b in the case of any Member, at its registered address, or such other address, e-mail address or facsimile machine as it shall have notified for the purpose; or
    - c in any other case, such other address as the recipient shall have notified to the Company for this purpose or, if no address shall have been so notified, the relevant Person’s last known address.
  - 26.1.4** in relation to process in any legal or arbitration action or proceedings sent by electronic communication, also delivered or sent by mail or courier service in accordance with these Articles.
- 26.2** Any Member of the Company may notify the Company of an address for the purpose of his or her receiving electronic communications from the Company, and having done so shall be deemed to have agreed to receive by electronic communications from the Company of the kind to which the notice relates.
- 26.3** Any amendment or revocation of a notification given to the Company under this Article 26.3 shall only take effect if in writing, signed by or on behalf of the Member and on actual receipt by the Company thereof.
- 26.4** An electronic communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements or other protocols involving file formats or file size.
- 26.5** A Communication shall be deemed to have been given, served or delivered at the time when the same would be received in the ordinary course of delivery or transmission and in proving that it has been given, it shall be sufficient to prove that the Communication was:

- 26.5.1 properly addressed and pre-paid, if posted, and the time when it was posted; or
- 26.5.2 delivered to the courier; or
- 26.5.3 transmitted by facsimile, electronic communications or other method as the case may be.

26.6 A Communication once given shall be irrevocable without the consent of the other party.

26.7 If there is a conflict between the English language translation of any Communication and the original Communication then the translation shall prevail and the sender shall indemnify the addressee and keep it indemnified against all costs, claims, liabilities and expenses incurred or suffered by the addressee in consequence, directly or indirectly, of it relying on the accuracy of such translation.

**(b) Enforcement**

Obligations arising under, pursuant to or in connection with, the Organizational Documents of the Company are owed solely by or, as the case may be, to the Company. No Member may enforce any remedy in respect of any violation of, or commence any legal or arbitration action or proceedings in respect of, any such obligations against another Member.

**(c) Severability**

If any one or more of the provisions contained in these Articles is held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained in these Articles or in any other jurisdiction shall not in any way be affected or impaired. The Members and the Company shall endeavor, in good faith negotiations, to agree to replace the invalid, illegal or unenforceable provisions with legal, valid and enforceable provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

**(d) Remedies**

Without prejudice to any other rights or remedies which the Company may have, each Member acknowledges and agrees that damages would not be an adequate remedy for any breach by any Member of the provisions of these Articles and the Company shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Member or any other relevant Person and no proof of special damages shall be necessary for the enforcement by the Company of the obligations of Member under these Articles.

**(e) Confidentiality**

Information received by the Council members, alternates to the Council members, Office Bearers, Other Exco Members, and Members in relation to the Company are personal and confidential to such persons and none of such persons shall disclose or permit the disclosure of any of them to any other person except the Company, the professional advisors of the person making the disclosure or as required by any Requirement of Law or as otherwise permitted by the Council. If any of such persons asks the Council for permission to disclose to a Governmental Authority any matter the disclosure of which is restricted by this Article 30, and it is reasonable to conclude that a failure to do so will result in a material adverse effect on

such a person, the Council shall not unreasonably refuse to grant such permission or delay the granting of it.

**(a) Signature of documents**

Where under these Articles a document is required to be signed by a Member or other Person then, if in the form of an electronic communication, it must, to be valid, incorporate the electronic signature or personal identification details (which may be details previously allocated by the Company) of that Member or other Person, in such form as the Council members may approve, or be accompanied by such other evidence as the Council may require to satisfy the Council members that the document is genuine. The Company may designate mechanisms for validating any such document, and any such document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.

**(b) Interpretation**

The interpretation by Exco of these Articles shall be final and binding on all persons referred to in these Articles.

**a Governing Law**

These Articles shall be governed by the law of Hong Kong.