

The Companies Ordinance (Chapter 622)

Company Limited by Guarantee
and Not Having a Share Capital

Articles of Association

of

HONG KONG MUAY-THAI ASSOCIATION LIMITED
香港泰拳理事會有限公司

(As adopted on the 28th day of May, 2022)

INTERPRETATION

In these Articles, unless there is something in the context inconsistent therewith:-

“Annual General Meeting” means the annual general meeting of the Members.

“Association” means HONG KONG MUAY-THAI ASSOCIATION LIMITED 香港泰拳理事會有限公司.

“body corporate” has the meaning ascribed thereto under the Ordinance.

“Chairman” means the chairman for the time being of the Association.

“Directors” means the directors for the time being of the Association.

“General Meeting” means a general meeting of the Members specially summoned, not being an Annual General Meeting or its adjournment or postponement.

“Governing Body” means the governing body for the time being of the Association.

“HK\$” means the Hong Kong dollars, the legal currency of Hong Kong.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“in writing” means written or produced by any substitute for writing or partly written and partly produced by a substitute for writing.

“Member” means a member for the time being of the Association.

“Members’ Meetings” means the Annual General Meeting and/or a General Meeting (as the case may be).

“Month” and “Year” means calendar month and calendar year, respectively.

“Office” means the registered office for the time being of the Association.

“Ordinance” means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong, including the related subsidiary legislation, as amended, supplemented or modified from time to time.

“ordinary resolution” has the meaning ascribed thereto under the Ordinance.

“Rules” means these Articles and the bye-laws of the Association as amended, supplemented or modified from time to time.

“Seal” means the common seal for the time being of the Association.

“Secretary” means the company secretary for the time being of the Association.

“special resolution” has the meaning ascribed thereto under the Ordinance.

“these Articles” means the articles of association of the Association as amended, supplemented or modified from time to time.

“Vice-Chairman” means the vice-chairman for the time being of the Association.

Words denoting the singular shall include the plural and vice versa.

Words denoting the masculine gender shall include the feminine and neuter genders.

Subject as aforesaid, any words or expressions defined in the Ordinance shall (if not inconsistent with the subject or context) bear the same respective meanings in these Articles.

The headings are inserted for conveniences only and shall not affect the construction of these Articles.

Part A: Mandatory Articles

First:- The name of the Company is “HONG KONG MUAY-THAI ASSOCIATION LIMITED 香港泰拳理事會有限公司”.

Second:- The Office will be situated in Hong Kong.

Third:- The objects for which the Association is established are:-

- (1) to promote and maintain interest in the sport of Muaythai and / or Thai boxing in Hong Kong;

- (2) to form and stimulate public opinion in favour of providing proper and better facilities for the practice of Muaythai and / or Thai boxing;
- (3) to regulate and govern the sport of amateur and professional Muaythai and / or Thai boxing in Hong Kong;
- (4) to establish and promote good standard of practice, to repress malpractices, to settle disputed points of practice and to decide all manner of questions of usage or courtesy between or among Members, Muaythai and / or Thai boxers as well as Muaythai and / or Thai boxing officials;
- (5) to organize, hold, arrange and participate in tournaments, competitions and matches in Muaythai and / or Thai boxing, whether they be international or regional in character or otherwise within or outside Hong Kong and to offer, grant or contribute towards the provision of prizes, awards and distinctions;
- (6) to encourage and train such individuals as may be interested to become coaches, referees, umpires or judges in Muaythai and / or Thai boxing tournaments, competitions and matches in Hong Kong and to authorize and nominate them to act as such as and when necessary;
- (7) to approve and enforce uniform laws, rules and regulations for the encouragement and regulation of Muaythai and / or Thai boxing tournaments, competitions and matches in Hong Kong and to deal with any infringements thereof; and to reconcile or arbitrate in any differences which may arise between or among individuals, clubs or groups;
- (8) to co-ordinate all local Muaythai and / or Thai boxing clubs and other boxing clubs or groups and to co-operate with their interest in Muaythai and / or Thai boxing;
- (9) to foster Olympic spirit which is friendship among peoples by means of sport; and
- (10) to make the selection of Hong Kong's representatives in international and regional Muaythai and / or Thai boxing events.

The Association shall have the following powers exercisable in furtherance of the said objects but not otherwise:-

- (a) to take initiative, to give directives, to define programmes, to promulgate laws, rules and regulations, to distribute information and technical data, in order to develop Muaythai and / or Thai boxing in Hong Kong with the best spirit of collaboration;
- (b) to promote, arrange, organize and conduct conferences, meetings, discussions, seminars, webinars, workshops, lectures and any other type of Muaythai and / or Thai boxing activities thought appropriate by the Association to deal with all aspects of Muaythai and / or Thai boxing;
- (c) to print, publish or otherwise disseminate or procure the printing, publishing or otherwise dissemination gratuitously or otherwise of any reports, periodicals, books, newspapers, pamphlets, leaflets or other documents and to broadcast, televise or to make and issue or otherwise show films and audio/videotapes or to procure the

broadcasting, television or the making, issuing and showing of films and audio/videotapes;

- (d) to seek and maintain membership with local, regional or international organizations of like nature to that of the Association;
- (e) subject to Section 115 of the Ordinance, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges, which the Association may think necessary, expedient or convenient for the promotion of the objects, and to construct, maintain and alter any buildings or erections necessary, expedient or convenient for the work of the Association;
- (f) to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as the Association may think necessary or expedient with a view to the promotion of the objects;
- (g) to undertake and execute any trusts which may lawfully be undertaken by the Association and may be incidental or conducive to the objects;
- (h) to raise funds and to obtain financial assistance through patronship, donations, sponsorship or otherwise for the attainment of any or all of the objects of the Association with the intent that the funds of the Association, however derived or obtained, shall be applied solely towards the costs, charges and expenses incurred in the attainment of any or all of the objects of the Association;
- (i) to borrow money for the purpose of carrying out the objects of the Association on such terms and on such security as the Association may think fit;
- (j) to invest the moneys of the Association, not immediately required for its objects, in or upon such investments, securities or property of any Muaythai and / or Thai boxing association or institution as the Association may think fit provided that any such Muaythai association or institution shall prohibit the distribution of its income and property among its members to an extent as least as great as is imposed on the Association under or by virtue of the Fourth article of Part A of these Articles and the Association shall not thereby establish or acquire any subsidiary;
- (k) to establish and support or aid in the establishment and support of any Muaythai and / or Thai boxing associations or institutions with similar objects of the Association and to subscribe or guarantee money for any charitable purpose in any way connected with the objects of the Association or calculated to further the objects; and
- (l) to do all such other lawful things as are incidental or conducive to the attainment of the objects or any of them.

Provided that:-

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- (ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers.

Fourth:- The income and property of the Association, however derived or obtained, shall be applied solely towards the promotion of the objects of the Association as set forth in Part A of these articles; 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 Members.

Provided that nothing herein shall prevent the payment, in good faith, of:

- a) reasonable and proper remuneration to any officer, employee or servant of the Association, or to any Member, in return for any services actually rendered to the Association;
- b) interest at a rate not exceeding 12 per cent per annum or 2 per cent above the prime rate quoted by The Hongkong And Shanghai Banking Corporation Limited for HK\$ loans, whichever is the less, on money lent; or
- c) reasonable and proper rent for premises demised or let by any Member to the Association; but so that:
 - i) no Director or any Governing Body shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and
 - ii) no remuneration or other benefit in money or money's worth shall be given by the Association to any Director or Governing Bodyexcept repayment of out-of-pocket expenses and payment of interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association provided that the provision last aforesaid shall not apply to any payment to any body corporate of which the Directors or any Governing Body may be a member and in which such member shall not hold more than one-hundredth part of the registered capital / issued shares, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

Fifth:- The liability of the Members is limited.

Sixth:- Every Member undertakes to contribute to the assets of the Association, in the event of its being wound up or dissolved while he is a Member, or within one year after he ceased to be a Member, for payment of the debts and liabilities of the Association contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up or dissolution, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding HK\$100.00.

Seventh:- If upon the winding-up or dissolution of the Association, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions, having objects similar to those of the Association and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of the Fourth article just above, such institution or institutions to be determined by the Members at or

before the time of winding-up or dissolution and in default thereof, by a Judge of the High Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

Part B: Other Articles

1. Preliminary

The Association is committed to the fostering and implementation of good corporate governance practices and sound ethical culture and the strict compliance with the policies and procedures established or developed in the conduct of the business and activities of the Association and in the best interests of the Association and the Members as a whole so as to (i) suit the organisational structure, resource capability and operational needs of the Association; and (ii) enhance the accountability of the Directors, the committees and sub-committees of the Directors.

2. Objects

The Association is established for the objects expressed in Part A of these Articles.

MEMBERS

3. Number of Members

The number of Members was declared to be 1,000 when the Association was registered in February 2014 as a company limited by guarantee. The Directors may from time to time consider, if thought fit, increasing such number.

4. Classes of Members

There are three classes of Members, namely

(a) Individual Members

Each of them must attain the age of 18 years, be a permanent resident in Hong Kong and recognized by the Directors;

(b) Corporate Members

Each of them must have (i) a valid business registration certificate issued by the Inland Revenue Department of Hong Kong and (ii) at least one registered coach of the Association as its member; and

(c) Observer Members

Each of them must have participated in the activities organized by the Association and undergo an observation period satisfied by the Association both for at least 12 consecutive months. They have no right to receive the notice of any Members' Meeting or attend and vote at such meeting.

5. The first Members shall be the signatories to the memorandum of association and articles of association of the Association when incorporating the Association in February 2014.

6. Admission

Application for membership shall be made in such form as the Directors may from time to time determine. Every application for admission shall be considered by the Directors and may (subject as hereinafter provided) be acceded to or refused at their

absolute discretion. In the event of a refusal, the Directors shall not be required to give any reason therefor.

7. **Rules**

On the admission of a Member, the fact shall be notified to him by the Association and a copy of the Rules, if any, shall be so forwarded to him. A Member shall upon his admission be bound by all the Rules.

8. **Rights not transferable**

The rights and privileges of a Member shall be personal to himself and not be transferable by his own act or deed or by operation of law and cease upon his death or winding-up / dissolution or upon ceasing from any cause to be a Member hereunder. No Member shall exercise any right or privilege of membership until he shall have paid any moneys due from him to the Association.

9. **Resignation**

Any Member may resign from the Association by giving a previous notice in writing to the Association.

10. **Expulsion from membership**

If any Member shall violate the Rules from time to time made, or if such Member's conduct in or out of the Association shall, in the opinion of the Directors, be injurious to the character or interests of the Association, the Directors shall, after enquiry, resolve by at least a two-thirds majority at a meeting to expel such Member from the Association. Such Member, however, shall have the right by written notice to the Directors within 14 days of being notified in writing of the passing of such resolution to request for the calling of a General Meeting to determine this matter. The Directors shall, thereupon, by giving at least 14 days' notice, call a General Meeting to determine such appeal. At such General Meeting, such appeal shall be determined by an ordinary resolution.

10A. **Cessation of membership**

In addition to those stated in Articles 8, 9 and 10 of Part B of these Articles, a Member will cease membership of the Association if:

- (a) he shall become bankrupt, shall have a receiving order made against him or shall make any arrangement or composition with his creditors generally;
- (b) in Hong Kong or elsewhere, an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect of his property or affairs; or
- (c) he has committed a serious indictable offence.

11. **Reinstatement of membership**

Any Member who has resigned from membership of the Association may be reinstated at the absolute discretion of the Directors within 6 months from the date of termination of his membership. In the event that more than 6 months have elapsed since such termination, it will be necessary for him to apply afresh under the procedure set forth in Article 6 of Part B of these Articles. A Member duly reinstated shall not be obliged to procure further donation.

MEMBERS' MEETINGS

12. **Annual General Meeting**

Subject to the provisions of the Ordinance, the Association shall in each year hold a general meeting as its annual general meeting (provided that it must be held within nine months after the financial year end date of the Association) in addition to any other meetings of the Members in that year and shall specify the meeting as such in the notice calling it. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

13. **General Meeting**

All meetings of the Members other than the Annual General Meetings shall be called General Meetings.

14. **Convening of General Meeting**

The Directors may, whenever they think fit, convene a General Meeting, and General Meetings shall also be convened on the requisition of any Member or Members representing not less than five per cent of the total voting rights of all the Members having the right to vote at such meeting or by such requisitionists as provided under Sections 566 to 568 of the Companies Ordinance.

14A. **Postponement of General Meeting**

The Directors may, if considered reasonable and proper, postpone any Members' Meeting convened but not yet held or change the form thereof.

14B. **Virtual meeting**

A Members' Meeting may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting should constitute presence of such meeting.

15. **Notice**

Subject to the provisions of Section 571 of the Ordinance, an Annual General Meeting shall be called by 21 days' notice in writing at the least, and a General Meeting shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in Members' Meeting, to such persons as are under these Articles entitled to receive such notices from the Association:-

Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not

less than 95 per cent of the total voting rights of all the Members entitled to attend and vote at that meeting.

16. Accidental omission

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

17. Business

All business shall be deemed special that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting with the exception of:

- (i) the consideration of the audited financial statements for the preceding financial year (including the statement of income and expenditure and the statement of financial position), and the reports of the Directors and auditors;
- (ii) the election of Directors in the place of those retiring; and
- (iii) the appointment, and the fixing of the remuneration, of the auditors.

18. Quorum

No business shall be transacted at any Members' Meeting unless a quorum of Members is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting; save as herein otherwise provided, 3 Members present in person or by proxy shall be a quorum.

19. Failure to muster a quorum

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other days and at 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 Member present in person or by proxy shall be a quorum.

20. Chairman

The Chairman shall preside as the chairman at a Members' Meeting. If there be no such Chairman, or the Chairman has informed the meeting of his intention not to attend the meeting, or if at any meeting he shall not be present within half an hour after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the Members present shall choose one of their number) to be the chairman of the meeting.

21. Adjournment

The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, 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. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

22. Method of voting

At any Members' Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-

- (a) the chairman; or
- (b) (i) at least 10 Members present in person or by authorized representative or proxy or (ii) any Member or Members present in person or by authorized representative or proxy and representing not less than 5 per cent of the total voting rights of all the Members having the right to vote at the meeting, whichever is the less.

Unless a poll be so demanded, a declaration by the chairman of the meeting that a resolution has on a show of hands been carried, carried unanimously or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Association shall, in the absence of any manifest error, be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

23. Time for poll

A poll demanded on the election of the chairman of a Members' Meeting, or on a question of adjournment thereof, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. Except as aforesaid, if a poll is duly demanded, it shall be taken in such manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

24. Casting vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

25. Number of votes

Every Member present in person and entitled to vote at any Members' Meeting shall have 1 vote and every authorized representative or proxy duly appointed by such Member present thereat shall also have 1 vote.

26. Admissibility

No objection shall be raised as to admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

27. Exercise of votes

On a poll, votes may be given either personally or by authorized representative or proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

PROXIES

28. To attend and vote

A Member may attend by proxy any Members' Meeting which he is entitled to attend in person and vote by proxy on any resolution at any such meeting on which he would, if present in person, otherwise be entitled to vote. A proxy must be a Member.

29. General proxy

An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or such other form which the Directors may approve:

HONG KONG MUAY-THAI ASSOCIATION LIMITED

香港泰拳理事會有限公司

I/We, _____ of _____
being a member of the above-named Association, hereby appoint
of _____ or failing him, _____ of _____
as my/our proxy to vote for me/us on my/our
behalf at the _____ (annual general or general, as the case may be) meeting of
the Association to be held on the _____ day of _____, 20____ and at any
adjournment thereof.

Dated this _____ day of _____, 20____.

Signed: _____

30. Special proxy

Where it is desired to afford Members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or such other form which the Directors may approve:

HONG KONG MUAY-THAI ASSOCIATION LIMITED

香港泰拳理事會有限公司

I/We, _____ of _____
being a member of the above-named Association, hereby appoint
of _____ or failing him, _____ of _____
as my/our proxy to vote for me/us on my/our
behalf at the _____ (annual general or general, as the case may be) meeting of the
Association to be held on the _____ day of _____, 20____ and at any
adjournment thereof.

Dated this _____ day of _____, 20____.

Signed: _____

This form, is to be used (*in favour of/against) the resolution(s). Unless otherwise instructed, the proxy will vote as he thinks fit. *Strike out whichever is not desired.

31. Execution of proxy form

An instrument appointing a proxy shall be signed by the appointor or his attorney.

32. Delivery of proxy form

An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, and failing previous registration with the Association the power of attorney or a certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified by the Association for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) at least 48 hours before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purpose of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

33. Rights of proxy

An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, and the same right to speak at the meeting as the appointor has.

34. Invalidation

A vote cast by proxy shall not be invalidated by the previous death or insanity of the appointor or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at the Office at least 48 hours before the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

DIRECTORS

35. Number of Directors

The Directors shall consist of not less than 3 or more than 10.

36. First Directors

The first Directors shall be nominated in writing by the subscribers to the memorandum of association of the Association when registering the Association as a company limited by guarantee in September 2011 .

37. Terms of office

All Directors shall serve their respective offices (including the Chairman) for the period from the date of their election, co-option or appointment to the date of the Annual General Meeting to be held 4 years after the date of election, co-option or appointment

whereupon the Directors shall retire from office by rotation and shall then be eligible for re-election.

Subject to his re-election or appointment, a Chairman may hold office for not more than 12 consecutive years.

38. Qualification

A Director must be a Member.

39. Co-option

The Directors shall have power at any time, and from time to time, to appoint any Member to be a Director to fill a casual vacancy having regard to their diversity (including various expertise required for effective governance and fair representation of the interests of the stakeholders of the Association as a whole) but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. The Director so appointed shall retire together with the elected Directors and shall be eligible for re-election.

40. Casual vacancy

The office of a Director shall be vacated in any of the following events, each of which shall, without prejudice to the creation of a casual vacancy in any other manner, for the purposes of these Articles be regarded as creating a casual vacancy, namely:-

- (a) if he shall become prohibited by law from acting as a Director or shall cease to be qualified under these Articles to act as Director;
- (b) if he shall resign by notice in writing signed by him and lodged with the Secretary or if he shall by notice in writing signed by him offer to resign and the Directors shall resolve to accept such offer, and so that in either such case, the office of Director shall be vacated with effect from the date and/or time of or (if later) specified in such notice or offer or, if none, from the date on which it is so left or, as the case may be, accepted;
- (c) if he shall become bankrupt, shall have a receiving order made against him or shall make any arrangement or composition with his creditors generally;
- (d) if in Hong Kong or elsewhere, an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or a receiver or other person (by whatever name called) to exercise powers with respect of his property or affairs;
- (e) if he shall be removed from office by special resolution in accordance with the Ordinance;
- (f) if he shall be removed from office by a resolution passed by at least three-quarters of the Directors present at or participation in their meeting; or
- (g) if he fails to attend six consecutive meetings of the Directors without reasonable explanation; or
- (h) if he has passed away.

41. Chairman of meetings

The Chairman, failing whom the Vice-Chairman who has been in office for the longest period of time, present shall take the chair of all Directors' meetings. If neither be present within half an hour after the time appointed for holding the meeting and willing to preside at the meeting, the Directors present thereat or participating therein shall choose one of their number to chair the meeting.

42. Quorum

The quorum necessary for the transaction of the business of a Directors' meeting shall be three Directors. A meeting of the Directors at which a quorum is present when the meeting proceeds to business and continues to be present until the conclusion of the meeting shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

43. Votes

Questions arising at any meeting of the Directors shall be determined by a simple majority of votes. Every Director at a Directors' meeting shall have one vote. The chairman of any meeting shall have a second or casting vote.

44. Declaration of material interest

A Director who is in any way, whether directly or indirectly, materially interested in a contract, arrangement or transaction or proposed contract, arrangement or transaction with the Association and which is of significance in relation to the Association's business shall declare the nature and extent of his interest at the earliest meeting of the Directors at which it is practicable for him to do so, in accordance with the Ordinance. A general notice to the Directors by a Director stating that, by reason of the facts specified in the notice, he is to be regarded as interested in contracts, arrangements or transactions or proposed contracts, arrangements or transactions of any description which may subsequently be made or contemplated by the Association shall be deemed for the purposes of this Article to be a sufficient declaration of his interest, so far as attributable to those facts, in relation to any contract, arrangement or transaction of that description which may subsequently be made or contemplated by the Association but no such general notice shall have effect in relation to any contract, arrangement or transaction or proposed contract, arrangement or transaction unless it is given before the date on which the question of entering into the same is first taken into consideration on behalf of the Association.

44A. Interested Director's vote

A Director may not be counted in the quorum or vote in respect of any contract, arrangement or transaction or proposed contract, arrangement or transaction at any meeting of the Directors at which any such contract, arrangement or transaction or proposed contract, arrangement or transaction shall come before the meeting for consideration notwithstanding that he has, where relevant, first disclosed his interest in accordance with the immediately preceding Article.

45. Virtual meetings

A Directors' Meeting may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting should constitute presence of such meeting.

46. Short of quorum

The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by these Articles, the continuing Directors or Director may act for the purpose of filling such vacancies or of summoning Members' meetings, but not for any other purposes. If there be no

Directors or Director able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Directors.

47. Notice of Directors' meetings

Notice, agenda and discussion papers of each Directors' meeting shall be given to every Director at least three days before the meeting but notice thereof need not be in writing.

47A Waiver of Notice of Directors' meetings

The transactions of any meeting of the Directors, however called and noticed and wherever held, shall be valid as though taken at a meeting duly held after proper call and notice, if a quorum is present, and if, either before or after the meeting, each of the Directors not present thereat or participating therein signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents and approvals shall be filed with the Association's records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting the lack of adequate notice before the meeting or at its commencement.

48. Resolutions in writing

A resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by all Directors shall be as effective as a resolution duly passed at a meeting of the Directors and may consist of several documents in the like form each signed by one or more Directors.

49. Minutes

The Directors shall cause minutes to be made in the books provided for the purpose of:-

- (a) all appointments of officers made by the Directors;
- (b) the names of the Directors present at or participating in each meeting of the Directors and of any committee or sub-committee of the Directors; and
- (c) all resolutions, dissenting views and proceedings at all meetings of the Association, the Directors and committees or sub-committee of the Directors;

and every Director present at or participating in any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

50. Committee

The Directors may delegate any of their powers of discretion to committees consisting of one or more Directors and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any bye-laws of the Association, which may from time to time be imposed by the Directors. Any such bye-laws may provide for or authorize the co-option to the committee of Members other than the Directors and for such co-opted members to have voting rights as members of the committee provided always that any bye-laws may be set aside by a special resolution of a Members' Meeting.

51. Regulations of committee meetings

The meetings and proceedings of any committee consisting of two or more persons shall be governed mutatis mutandis by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are not superseded by any bye-laws made by the Directors under the last preceding Article.

52. Defects in appointment

All acts, deeds and things done by any meeting of the Directors or of any committee, or by any person acting as a Director or as a member of any committee, shall as regards all persons dealing in good faith with the Association notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote or form part of a quorum, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote and form part of a quorum.

53. Powers

The business and affairs of the Association shall be managed by the Directors who may, subject to the Ordinance and these Articles, exercise all such powers of the Association as are not by the Ordinance or by these Articles required to be exercised by the Association in Members' Meeting. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

54. Specific powers

Without prejudice to the general powers conferred as aforesaid and the other powers conferred by these Articles, it is hereby expressly declared that the Directors shall subject to the proviso herein below appearing have the following powers, that is to say, power:-

54.1 Formation expenses

To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Association.

54.2 Purchase

To purchase or otherwise acquire for the Association or sell or otherwise dispose of any property, rights or privileges which the Association is authorized to purchase or otherwise acquire at such price and generally on such terms and conditions as they think fit.

54.3 Employees

To engage, suspend or dismiss the officers, employees or servants of the Association and to fix and vary their salaries, bonuses or emoluments.

54.4 Legal proceedings

To commence, institute, conduct, defend, compromise or abandon any legal proceedings by or against the Association or its officers, employees or servants or otherwise concerning the business and affairs of the Association and also to compound and allow time for payment or satisfaction of any debts or liabilities due and or any claims or demands by or against the Association.

54.5 Arbitration

To refer any claims or demands by or against the Association to arbitration or mediation and observe and perform the awards.

54.6 Receipts

To make and give receipts, releases and other discharges for moneys payable to the Association and for claims and demands of the Association.

54.7 Investment

To invest, lend or otherwise deal with any of the moneys or property of the Association in such manner as they think fit having regard to Part A of these Articles and from time to time to vary or realize any such investment, lending or dealing.

54.8 Borrowing

To borrow money on behalf of the Association and to pledge, mortgage, charge or hypothecate any of the property of the Association.

54.9 Current accounts

To open and maintain fixed-deposit, savings, current and/or other accounts of the Association with licensed banks in Hong Kong and to advance or lend any money to the Association with or without interest and upon such terms and conditions as they shall think fit.

54.10 Negotiations

To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Association as they may consider expedient for, or in relation to, any of matters aforesaid, or otherwise for the furtherance of the objects of the Association.

54.11 Remuneration

To remunerate any officer, servant or other person employed by the Association and to pay a gratuity, pension or allowance on retirement to any person who has held any other salaried office with the Association or to his widow or dependents and make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

54.12 Agent

From time to time to provide for the management of the business and affairs of the Association in such manner as they think fit, and in particular to appoint any person to be the attorneys or agents of the Association with such powers (including power to sub-delegate) and upon such terms as they think fit.

54.13 Rules

From time to time to review, make, vary or repeal rules and bye-laws for the regulations of the business and affairs of the Association, its officers, employees and servants provided that Members in their meeting by special resolution may vary or repeal the same.

54.14 Delegation

To delegate any or all of the powers herein to any Director or other person or persons as the Directors may at any time think fit.

54.15 Petition

To petition the government of Hong Kong or any court, tribunal, authority or other body in the name of the Association.

54.16 Incidental matters

To enter into such transactions, arrangements or contracts, and do all such acts, deeds and things as they may think expedient for the objects of the Association.

54A. Appointment and removal of alternates

- (1) A Director (appointor) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors.
- (2) An alternate may exercise the powers and carry out the responsibilities of the alternate's appointor, in relation to the taking of decisions by the Directors in the absence of the alternates appointor.
- (3) An appointment or removal of an alternate by the alternate's appointor must be effected:-
 - (a) by notice to the Association; or
 - (b) in any other manner approved by the Directors.
- (4) The notice must be authenticated by the appointor.

- (5) The notice must:-
 - (a) identify the proposed alternate; and
 - (b) if it is a notice of appointment, contain a statement authenticated by the proposed alternate indicating the proposed alternate's willingness to act as the alternate of the appointor.
- (6) If an alternate is removed by resolution of the Directors, the Association must as soon as practicable give notice of the removal to the alternate's appointor.

54B. Rights and responsibilities of alternate Directors

- (1) An alternate Director has the same rights as the alternate's appointor in relation to any decision taken by the Directors under Articles 43 and 48 above.
- (2) Unless these Articles specify otherwise, alternate Directors are:-
 - (a) deemed for all purposes to be Directors;
 - (b) liable for their own acts and omissions;
 - (c) subject to the same restrictions as their appointors; and
 - (d) deemed to be agents of or for their appointors.
- (3) Subject to Article 44A above, a person who is an alternate Director but not a Director:-
 - (a) may be counted as participating for determining whether a quorum is participating (but only if that person's appointor is not participating); and
 - (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- (4) An alternate Director must not be counted or regarded as more than one Director for determining whether:-
 - (a) a quorum is participating; or
 - (b) a Directors' written resolution is adopted.
- (5) An alternate Director is not entitled to receive any remuneration from the Association for serving as an alternate Director.

54C. Termination of alternate Director

- (1) An alternate Director's appointment as an alternate terminates:-
 - (a) if the alternate's appointor revokes the appointment by notice to the Association in writing specifying when it is to terminate;
 - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
 - (c) on the death of the alternate's appointor; or
 - (d) when the appointment of the alternate's appointor as a Director terminates.
- (2) If the alternate was not a Director when appointed as an alternate, the alternate's appointment as an alternate terminates if—
 - (a) the approval under article 54A above is withdrawn or revoked; or
 - (b) the Association by an ordinary resolution passed at a Members' Meeting terminates the appointment.

55. Cheques

All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two of the Directors.

56. Seal

The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors. Every instrument to which the Seal shall be affixed shall be signed autographically by any one or more persons authorized for the purpose by the Directors, and where any instrument to which the Seal is affixed is so signed, the Seal shall, as regards all persons dealing in good faith with the Association, be deemed to have been affixed to that instrument with the authority of the Directors.

ACCOUNTS

57. Accounts

The Directors shall cause proper books of account to be kept with respect to:-

- 57.1 all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure take place;
- 57.2 all sales and purchases of goods by the Association; and
- 57.3 the assets and liabilities of the Association.

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 Association's business and affairs and to explain its transactions.

58. Inspection

The books of account shall be kept at the Office or, subject to section 374 of the Ordinance, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors. The Directors shall from time to time determine whether and to what extent, at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of the Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account, book or document of the Association except as conferred by statute or authorized by the Directors or the Association in Members' Meeting.

59. Annual accounts

The Directors shall, from time to time in accordance with Sections 429, 431 and 610 as well as 383, 388 and 391 of the Ordinance, cause to be prepared and to be laid before the Association in Annual General Meeting such statement of income and expenditure, statement of financial position, group accounts (if any) and reports as are referred to in those sections. A copy of the financial statements (including the statement of financial position and every document required by law to be annexed thereto) which is to be laid before the Association in the Annual General Meeting together with a copy of each of the Directors' report and the auditor's report, shall not less than 21 days before the date of the meeting be sent to every Member and every holder of debentures, if any, of the Association: Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware or to more than one of the joint holders of any debentures.

60. Audit

Auditors shall be appointed and their duties regulated in accordance with the applicable statutory requirements.

NOTICE

61. Service

A notice may be given by the Association to any Member either personally or by sending it by post to him or to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting an envelope containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the envelope containing the same is posted, and in any other case, at the time at which the letter would be delivered in the ordinary course of post. A notice so given includes means by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means.

62. Persons to receive notice

Notice of every Members' Meeting shall be given in any manner hereinbefore authorized to:-

- 62.1 every Member except those Members who have not supplied to the Association an address for the giving of notices to them; and
- 62.2 the auditors for the time being of the Association.

MISCELLANEOUS

63. Indemnity

(1) Subject to Section 468 of the Companies Ordinance, every officer, employee or other servant of the Association (other than a Director) shall be indemnified out of the funds and assets of the Association against all liabilities incurred by him in the proper and reasonable discharge of his duties as such officer, employee or servant in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with an application under Sections 903 and 904 of the Ordinance, in which relief is granted to him by the court provided that none of the funds and assets of the Association shall be applied in payment of the whole or part of any fine or penalty imposed upon any person by sentence or order of a Court of Justice.

(2) (A) A current or former Director may be indemnified out of the Association's funds and assets against any liability incurred by him to a person other than the Association or an associated company of the Association (the "**Associated Company**") in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or the Associated Company (as the case may be).

(B) Paragraph (A) just above only applies if the indemnity does not cover:

- (a) any liability of the Director to pay:
 - (i) a fine imposed in criminal proceedings; or
 - (ii) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or
- (b) any liability incurred by the Director in:
 - (i) defending criminal proceedings in which the Director is convicted;

- (ii) defending civil proceedings brought by the Association, or an Associated Company, in which judgment is given against the Director;
 - (iii) defending civil proceedings brought on behalf of the Association by a Member or of an Associated Company, in which judgment is given against the Director;
 - (iv) defending civil proceedings brought on behalf of an Associated Company by a member of the Associated Company or by a member of an associated company of the Associated Company, in which judgment is given against the Director; or
 - (vi) connection with an application for relief under Section 903 or 904 of the Companies Ordinance, in which the Court refuses to grant the Director relief.
- (C) A reference in paragraph (B)(b) just above to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.
- (D) For the purpose of paragraph (C) just above, a conviction, judgment or refusal of relief:
- (a) if not appealed against, becomes final at the end of the period for bringing an appeal; or
 - (b) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.
- (E) For the purpose of paragraph (D)(b) just above, an appeal is disposed of if:
- (a) it is determined, and the period for bringing any further appeal has ended; or
 - (b) it is abandoned or otherwise ceases to have effect.
- (3) Every Member shall indemnify and keep indemnified the Association against all liabilities, costs, claims, damages and loss caused to him or any third party arising out of his participation in any activity organized by the Company.

64. Auditor's Insurance

- (1) Only in furtherance of the objects of the Association but not otherwise, the Directors may decide to purchase and maintain insurance, at the expense of the Association, for an auditor of the Association, or an auditor of an Associated Company against:
- (a) any liability to any person attaching to the auditor in connection with any negligence, default, breach of duty or breach of trust (except for fraud) occurring in the course of performance of the duties of auditor in relation to the Association or any of the Associated Companies (as the case may be); or
 - (b) any liability incurred by the auditor in defending any proceedings (whether civil or criminal) taken against the auditor for any negligence, default, breach of duty or breach of trust (including fraud) occurring in the course of performance of the duties of auditor in relation to the Association or any of the Associated Companies (as the case may be).

- (2) In this article, a reference to the performance of the duties of an auditor includes the performance of the duties specified in Sections 415(6)(a) and (b) of the Ordinance.

65. Records

The Directors must cause the information of the Association to be adequately recorded for future reference as required by the Ordinance.

66. Miscellaneous

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

67. Interpretation

Any question as to the interpretation of these Articles shall be left to the Directors whose decision on any point shall be final and binding on all the persons affected.

68. Anti-Doping

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

69. Winding up

The provisions of the Seventh Article of Part A of these Articles relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

70. First Secretary

The First Secretary shall be WLLK SECRETARIES LIMITED which may resign from this office upon giving notice to the Association of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

71. Anti-Corruption

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

The Directors should from time to time make reference to and consider for adoption the appropriate recommended principles, standards and practices set out in, amongst others, the following of the “Best Practice Reference for Governance of National Sports Associations (“NSAs”)” issued by the Independent Commission Against Corruption of

Hong Kong, namely (i) Sample: Code of Conduct for NSA Board Members; and (ii) Sample: Code of Conduct for Employees of NSAs.