

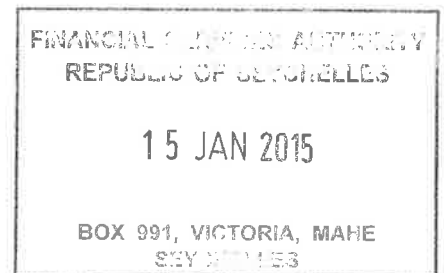
國際商業公司編號：160075

塞舌爾共和國
《一九九四年國際商業公司法》

Full Fortune International Co., Ltd
寶來國際有限公司

之

公司章程與細則



二零一五年一月十五日註冊成立

於塞舌爾共和國註冊成立

註冊代理人：Offshore Incorporations (Seychelles) Limited
地址：P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles

A handwritten signature in black ink, appearing to read "Tracy Shek".

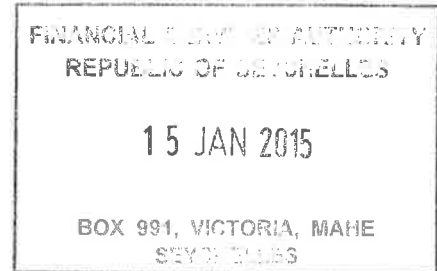
Tracy Shek
IS Dept
16/1/2018

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《一九九四年國際商業公司法》

Full Fortune International Co., Ltd
寶來國際有限公司
(「本公司」)

之
公司章程

名稱



1. 本公司的名稱為 Full Fortune International Co., Ltd 寶來國際有限公司。

註冊辦事處

2. 本公司的註冊辦事處將設於 Offshore Incorporations (Seychelles) Limited 的辦事處，地址 P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles。

註冊代理人

3. 本公司的註冊代理人將為 Offshore Incorporations (Seychelles) Limited，地址 P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles。

目的與權限

4. 本公司的設立目的，是從事任何現行有效的塞舌爾共和國法律並不禁止之任何行為或活動。不論是否符合企業利益，本公司有權作出任何行為及進行任何必需或有助於運作、促進或實現本公司的目的的活動。

5. 限制事項

(i) 本公司不可

- (a) 在塞舌爾共和國從事業務；
- (b) 擁有位於塞舌爾共和國的不動產利益或租用位於塞舌爾共和國的不動產，但於第 5(ii)分段第 5(ii)(e)項所列的租賃物業除外；
- (c) 從事銀行業務，但若根據《金融機構法》獲取執照者除外；
- (d) 從事保險或再保險業務；

- (e) 從事國際企業服務，國際受託人服務或基金服務，如同有關條款在《國際企業服務提供者法》所界定一樣。
- (ii) 參照第 5(i)分段第 5(i)(a)項所列，若在下列情況下，本公司不應被視為在塞舌爾共和國從事業務：
- (a) 與在塞舌爾共和國從事業務的人士開立或持有存款；
 - (b) 與在塞舌爾共和國從事業務的律師、大律師、會計師、簿記員、信託公司、行政公司、投資顧問或其他類似人士建立或維持專業接觸；
 - (c) 在塞舌爾共和國編製或保存其帳冊與紀錄；
 - (d) 在塞舌爾共和國舉行董事或股東會議；
 - (e) 擁有租賃物業作為辦公室之用以便與股東通訊或作為本公司編製或保存帳冊與紀錄的地點；
 - (f) 擁有根據《國際商業公司法》或《公司法》成立註冊的公司的股份、債務或其他證券；
 - (g) 任何居於塞舌爾共和國的人士或任何根據《國際商業公司法》或《公司法》成立註冊的公司擁有本公司的股份、債務或其他證券；
 - (h) 持有由塞舌爾共和國政府或塞舌爾共和國中央銀行發行的債券、庫券和其他證券；或
 - (i) 擁有或管理根據《商船法》在塞舌爾共和國註冊的船隻或根據《一九四九年民航法(海外領土)》第 1969 號命令註冊的飛機。

有限責任

6. 本公司股東的責任為有限。

貨幣

7. 本公司的股份應以美國貨幣發行。

法定股本

8. 本公司的法定股本為一百萬美元。

股份的類別、數目與票面值

9. 法定股本只有一組類別及一組順序的股份共分一百萬股，每股票面值一美元。

股份的任命、權力、優先權等

10. 所有股份應

- (a) 每股享有一票的投票權；
- (b) 可以被本公司以公平價值贖回、購回或徵回；及

(c) 享有同等權利分享紅利和本公司清盤時的資產分配。

股份類別權利的改變

11. 若於任何時候法定股本被分成不同類別或股份組序，依附於任何類別或組序的權利(除非該股份類別或組序在發行條款另有規定)可被更改，而毋須理會本公司是否在清盤中，而只須有不少於四分之三該類別或組序已發行股份持有人及不少於四分之三因此改變而受影響的其他類別或組序的股份持有人的書面同意便可。

權利不受發行同等股份所改變

12. 任何優先或其他權利賦予已發行的任何類別股份持有人，除於該類別股份發行條款另有明確說明外，其權利應不受創立或發行新同等股份而有所改變。

記名股份

13. 本公司只可發行記名股份，而有關股份不可交換為不記名股份。本公司不可發行不記名股份。

記名股份的轉讓

14. 除與本文隨附的公司細則(「公司細則」)的有關股份轉讓之部份條款不符，本公司的記名股份，於事前或隨後經本公司承各董事決議案或股東決議案批准下，可予以轉讓。

認股證

15. 本公司將沒有權力發行認股證給與不記名股份持有人。

公司章程與細則的修訂

16. 在符合本公司的公司細則第 46 條的規定下，本公司可通過股東之決議案或董事會之決議案修訂本公司章程與公司細則，但不可修訂本公司章程第 13 及/或 15 條，而且不可在本公司章程與細則內附加任何其他容許本公司發行不記名股份的修訂條文。

定義

17. 本公司章程用詞的含義均於公司細則有界定。

本公司 OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED (地址 P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles) 謹於二零一五年一月十五日簽署本公司章程。

簽署公司章程的發起人

OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED



(簽字) 授權簽署人

現場見證人

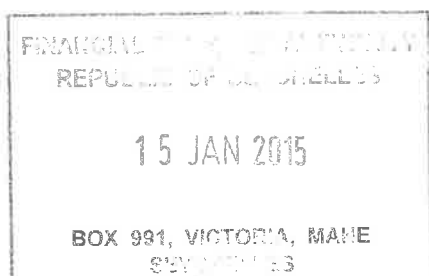


(簽字) Anastasia Jumaye

Second Floor, Capital City,

Independence Avenue, Victoria, Mahé, Seychelles

職業：企業服務支援主任

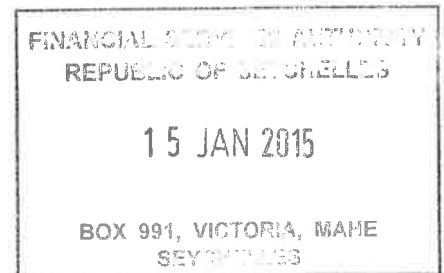


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之
公司細則

前言



1. 在這些細則內，除非與主題或內容不一致，否則下文左欄所列字詞具有與其對應的右欄所列的意思。

字/術語

意義

「股本」 指本公司所有具票面值已發行股份和由本公司持有作為庫存股份的具票面值股份的票面值總和再加上

(a) 本公司所有不具票面值的已發行股份及由本公司持有作為庫存股份的不具票面值股份的指定股本總額，及

(b) 由董事決議不時由盈餘轉撥為股本的款項。

「股東」 指持有本公司股份的人士。

「人士」 指任何個人、公司、基金會、信託、某已逝人士的資產、合夥商行或非法人的社團。

「董事決議案」 (a) 指在一個有效構成並召開的本公司董事會議或本公司董事委員會會議上，多數出席董事投票 (非棄權票) 贊成通過的一項決議案；或

(b) 指經多數董事或董事委員會中多數董事同意的一項書面決議案，但如只有兩名董事或董事委員會只有兩名董事，則該兩名董事必須同意方可；

當某董事有多於一票的投票權時，多數票應按他所投的票數計算。

「股東決議案」 (a) 指在一個有效構成並召開的本公司股東會議上，以下列方式投票贊成並通過的一項決議案

(i) 出席會議並有權在會上過半數有權投票的股份持有人投票(非棄權票)贊成；或

(ii) 出席會議並有權在會上過半數有權投票的各類別和各組序股份持有人，按其所持股份類別和組序投票(非棄權票)贊成；及餘下出席會議並有權在會上按其所持股份數目投票的股份持有人投票(非棄權票)贊成；或

(b) 以下列方式書面同意的一項決議案

(i) 絕對多數有權投票的股份持有人同意；或

(ii) 絕對多數有權投票的各類別和各組序股份持有人同意，票數按其所持股份類別或組序計算，及餘下有權按其所持股數目投票的股份持有人同意。

「證券」 指股票、各類債務，以及可取得股票或債務的期權、認股權證和權利。

「盈餘」 指確定本公司資產總值時，超出帳冊所示本公司總負債值的數額(如有)，加本公司股本的部份。

「法令」 指《一九九四年國際商業公司法》，包括該法例的任何修訂、延展、重新立法或更新和根據該法例訂立的任何法規。

「公司章程」 指本公司原來制訂以及不時修訂的公司章程。

「鋼印」 指已正式採用作為本公司鋼印的任何鋼印。

「這些細則」 指本公司原來制訂以及不時修訂的公司細則。

「庫存股份」 指之前已發行但後來由本公司回購、贖回或以其他方式取得但未註銷的本公司股份。

2. 「書面」或任何類似字詞指以打字、印刷、塗寫、雕刻、平版印刷、攝影，或任何複製文字方式表達或表示的(看得見的)文字，包括直通電報、圖文傳真、電報，或透過電子通訊方式發送的電子訊息或其他書面形式文件。

3. 除了上文提及的字詞，法令予以定義的任何字詞在這些細則中具有相同的意義。

4. 如文義許可，這些細則所用字詞，不論詞性屬單數、複數、陽性、陰性或中性，均具相同意義，使用某詞性即表示已包括其他詞性。

5. 在這些細則中，當談及股份的投票權時，應理解為持有有關股份的股東的投票權，但計算分配予股份的票數而非實際投票的股東人數時除外，因此，在談及會議上的股份時，應按此作出相應的解釋。

6. 除非文義另有說明，否則這些細則提及的貨幣是指依據公司章程規定發行本公司股份時所用的貨幣。

記名股份

7. 每一位持有本公司記名股份的股東都有資格獲取一張由本公司董事或高級職員簽署或已蓋上鋼印並列明股東所持股份的股份證書，而有關董事或高級職員的簽署和鋼印可以是複印本。
8. 任何股東當接收其記名股份的股份證書時，有責任必要時補償公司及其董事及高級職員因任何人以不正當或有欺騙成分的手法利用擁有該股份證書而招致的損失或責任。若某記名股份的股份證書已損壞或遺失，則在出示已損股份證書或出證足夠證明此股份證書已失，加上董事決議認為需要的任何保障公司的文件，便可發一新股份證書。
9. 若幾人同時註冊為任何股份的聯合持有人，則其中任何一人均可為領取該股份應收的紅利出具有效收據。

股份、法定股本、股本和盈餘

10. 本公司的未發行股份由董事處理，但須受這些細則和任何股東決議案有關條文所約束。在不限制或影響任何現有股份或任何類別或組序股份持有人之前獲賦予的任何權利的情況下，董事可通過董事決議案在規定的時間，按指定條款及條件向指定人士發售、配發股份或授出購股權或以其他方式處理有關股份。
11. 本公司股份必須待其代價已全部繳付，方可發行。就各方面而言，已發行股份的股款已獲全數繳付，而且不應課稅，但就期票或償還債項的其他書面債務發行的股份除外，這類股份發行後，可按這些細則所述方式沒收。
12. 本公司按董事決議案釐定的款項、所得服務、私人資產、地產物業、期票或其他具約束力、須付金錢或資產/物業的責任或上述各項的任何組合，發行股份。
13. 本公司可按董事不時決議的代價發行股份，但具票面值的股份售價不得低於其票面值。在沒有欺詐行為的情況下，董事就股份發行決定本公司應收取的代價將為最後決定，除非有關決定涉及法律問題。股份代價中，票面值構成股本，而超出票面值的部份則為盈餘。
14. 本公司發行的股份，在轉換或交換另一種股份或本公司的債務或其他證券後，就各方面而言均應被視為發行價相等於本公司就其他股份、債務或證券已收取或被視為已收取的代價。
15. 本公司可按本公司董事決議案決定的條款及條件（在其他情況下仍與這些細則的規定一致）處理庫存股份。
16. 本公司可以發行不足一股的股份，零碎股與同類別或同組序足一股的股份比較，具相應比例的責任、限制、優先權、特權、資格、約束、權利及其他屬性。
17. 本公司發行無票面值股份時，若公司章程指明某金額是該等股份代表的法定股本，每股應以不少於構成股本的金額的適當比例價值發行，或以董事指定該等股份構成股本的比例價值發行，而超出股本部份構成盈餘，但董事必須把金額最少相等於本公司清盤時本公司資產中有權獲優先分配的股份（如有）的代價指定為股本。
18. 僅在動用盈餘或交換新發行同等值的股份時，公司方可以購買、贖回或用其他方式獲得及持有其本身的股份。
19. 除下述載有與之相反的條款外，在未徵得有關股份的本公司股東的同意之前，本公司不得向他們購買、贖回或用其他方式獲得本公司的股份

(a) 公司章程或這些細則；

- (b) 發行股份的任命、權力、優先權、權利、資格、限制以及約束；或
 - (c) 為發行股份而訂立的認購協議。
20. 除非董事會確定在購買、贖回或用其他方式獲得股份後本公司有能力履行在一般商業過程中期滿的債務，而本公司資產的可兌現價值將不少於在帳冊中除遞延稅額外的總負債額及其股本的總和，否則將不應購買、贖回或用其他方式獲得上述股份。除涉及有法律問題外，由董事會確定的本公司資產的可兌現值在不具欺騙情況下是最後決定。
21. 當在下列情況下購買、贖回或用其他方式獲得股份，董事毋須按照上述規條作出決定
- (a) 按照某股東擁有要求本公司贖回其股份或將其換成貨幣或本公司的其他資產的權利；
 - (b) 按照這些細則轉撥股本；
 - (c) 按照法令就持異議人士的權利訂明的條文；或
 - (d) 按照法院指令。
22. 本公司照上述的規條購買、贖回或用其他方式獲得的股份，可以被註銷或作為庫存股份而持有，除非在這些庫存股份超過本公司所發行的股份的八成時，這些股份將被註銷但可以重新發行。
23. 當本公司持有本公司的股份作為庫存股份，或另一間公司持有本公司的股份而本公司直接或間接地持有選舉該另一間公司的董事的投票權五成以上的股份，該本公司股份除用作確定公司的股本外，將無權投票或分紅利，及不能為任何其他目的當作已發行股份。
24. 依據下述條款的許可及絕對執行，本公司可以以低於公允價值購買、贖回或以其他方式獲得其股份
- (a) 公司章程或這些細則；或
 - (b) 購買、贖回或用其他方式獲得這些股份的一份書面認購協議。
25. 本公司可通過董事決議案，將本公司資產的未實現增值包括在為任何原因而作出的盈餘計算內。除涉及法律問題外，董事會對資產價值的決定在不具欺騙的情況下是最後決定。

按揭及抵押記名股份

26. 股東可把他們擁有的本公司記名股份按揭或抵押，而於獲得令之滿意的證據證實按揭或抵押的存在，本公司將履行任何有效的按揭或抵押，除非履行將與本文有關轉讓股份須得同意的條文有抵觸。
27. 記名股份如經按揭或抵押，該等股份持有人可要求本公司在股東名冊上列明
- (a) 聲明該等股份已被按揭或抵押；
 - (b) 承按人或承押人姓名；及
 - (c) 以上事項記錄在股東名冊上的日期。
28. 以下情況可將已被登記按揭或抵押的細節取消
- (a) 承按人或承押人或任何其授權的人士予以同意；或

(b) 董事於接收到令其滿意證據證明由按揭或抵押所保證的責任完結以及按董事認為有必要或有需要出具保障本公司利益的文件。

29. 當某按揭或抵押的細節已獲登記，除非獲得承按人或承押人或其委任的人士書面同意，否則任何有關股份都不可以轉讓。

沒收

30. 假如就期票或為償還債務而負的其他書面責任發行的股份已根據沒收條款的規定發售，下列四項規例將適用。
31. 列明付款日期和所支付的股份的書面通告，應發給沒有根據期票或為償還債務而負的其他書面責任的規定還款的股東。
32. 列明付款日期的書面通告應
- (a) 指定一個不早於該通告發出當日起計十四天的日期，規定通告列明的款項必須在該日或之前繳付；及
 - (b) 包括一項聲明，聲明若在通告指定的付款時間或之前仍未繳交有關款項，與欠款有關的股份或該等股份的任何部份將可能被沒收。
33. 若書面通告已經發出，有關股東未能在指定時間內遵照通告的要求行事，董事可在繳款前任何時候沒收並且註銷通告所指的股份。
34. 假如股東的股份已根據這些條文被沒收和註銷，本公司沒有責任退還任何款項予該股東。股份一經沒收及註銷，有關股東便毋須再就被沒收及註銷的股份向本公司履行任何責任。

留置權

35. 對於為償還期票或任何其他具約束力而且需用金錢或資產/物業負的責任或兩者的任何組合而發行的每股股份，本公司都有首要留置權。假如某股東或其資產/遺產欠下本公司任何債務，本公司對其名下登記的每股股份（不論是該股東單獨擁有還是與任何其他人士聯合擁有）亦有首要留置權，不論有關債務在本公司接獲關於該等股東以外任何人士對股份有任何權益的通告之前或之後產生、有關債務是否已到期繳付或解除，亦不論有關債務是否屬該等股東或其資產/遺產與任何其他人士（不論是否本公司的股東）的聯合債務。本公司對股份的留置權包括有關股份的全部應付紅利。董事可在任何時間就任何既有的留置權給予一般或特殊豁免，或宣布任何股份全部或部份免受本條約束。
36. 關於就期票或其他具約束力而且需用金錢或資產/物業負的責任出售股份的事宜，如果沒有明文規定，本公司可按董事決議的方式，出售已被本公司留置的任何股份。然而，除非被留置的股份相關款項已經到期，或當時持有有關股份的股東已接獲書面通告超過二十一天，指明及要求清繳已到期款項，並通知該股東若未能繳付有關款項，本公司有意出售被留置的股份，否則不能出售有關股份。
37. 本公司出售其留置的任何股份的所得款項淨額，應用於償還、解除與留置權有關的期票或其他具約束力而且需用金錢或資產/物業所負的責任或兩者任何組合，只要該等期票或債務已經到期，而任何餘款應（待類似情況，即股份出售以前已經存在但尚未到期的債務或責任亦予以支付或解除）支付在緊貼出售前持有有關股份的股東。為有效出售有關股份，董事可以授權某人士將已出售的股份轉讓予買家。買家將登記成為有關股份的持有人，不必理會購股所支付的款項用途，而且即使有關股份的销售程序不正常或無效，有關買家對該等股份的所有權亦不受影響。

股份轉讓

38. 本公司的記名股份可予轉讓，但必須受公司章程所載任何限制所約束。轉讓人可發出書面轉讓文書，出讓有關股份，而有關文書必須經出讓人簽署並包括受讓人的姓名和地址。如果沒有有關轉讓文書，董事可接納他們認為合適的其他股份轉讓證明。
39. 本公司不必視本公司的記名股份受讓人為股東，直至該受讓人的姓名被納入股東名冊為止。
40. 本公司須受公司章程所載任何限制所約束，在本公司記名股份的出讓人或受讓人提出申請時，把股份受讓人的姓名納入股東名冊，然而，股份轉讓登記和股東名冊登記手續可能因本公司按董事不時決議，在某時間或時期暫停，但暫停時間在任何為期十二個月的時段內不得超過六十天。

股份傳送

41. 本公司只承認已故股東的遺囑執行人或遺產管理人、法律上無行為能力的股東的監護人和已破產股東的信託人為有權擁有本公司股份的人士，但他們無權行使任何本公司股東的權利，直至他們已按下列三項規定行事為止。
42. 即使已故、法律上無行為能力或已經破產的股東並非在塞舌爾共和國居留，但假如已故股東的遺囑認證書、遺產管理委任書、遺囑執行人確認書；法律上無行為能力的股東的監護人委任書，或者已破產股東的信託人委任書的有關證明文件是由（就有關事宜有司法管轄權的）外國法院發出，本公司仍接納這些證明文件。為確定某外國法院是否就有關事宜有司法管轄權，董事應尋求合適的法律顧問協助。董事亦可以要求有關的遺囑執行人、遺產管理人、監護人或信託人作出彌償保證。
43. 假如任何人士藉法律的施行或因其他理由在任何股東去世、變成法律上無行為能力或破產後有權得到一或多股股份，可以因應董事的合理要求出示有關證明文件，登記成為股東。有關人士登記成為股東的申請在各方面均應被視為（而董事亦應視此為）接受已故、法律上無行為能力或已經破產的股東的股份轉讓。
44. 假如任何人士在任何股東去世、變成法律上無行為能力或破產後有權得到一或多股股份，可提出書面要求，指明其他人士（而非其本人）登記成為有關股份的受讓人，而這項要求亦同樣應被視為股份轉讓。
45. 某人士怎樣才算在法律上無行為能力，應由法院因應所有有關證據和個別情況作出決定。

法定股本或股本增減

46. 本公司可通過董事決議案修訂公司章程，以增減其法定股本。因此，本公司可增減任何未發行股份的數目、增減任何有關股份的票面值或同時進行前述兩者的任何組合。
47. 本公司可以修訂公司章程，以
 - (a) 把某類別或組序股份（包括已發行股份）分為數目較多的同類別或同組序股份；或
 - (b) 把某類別或組序股份（包括已發行股份）合併為數目較少的同類別或同組序股份，

然而，按照本規條 (a) 或 (b) 項分拆或合併股份的前提是，新股份的總票面值必須相等於原有股份的總票面值。

48. 本公司可以通過董事決議案，把某數額的盈餘轉撥為股本，以增加股本。

49. 本公司可以通過董事決議案，把某數額的股本轉撥為盈餘，以減少股本，但必須受以下兩項規定所約束。
50. 本公司不得減少其股本，以致緊接股本被削減後，本公司股本額少於本公司所有具票面值已發行股份和所有由本公司持有作為庫存股份的具票面值股份的總票面值，以及少於指定為本公司所有不具票面值股份和所有由本公司持有作為庫存股份（有關股份在本公司清盤時可優先獲分配（如有））的所有不具票面值已發行股份的股本總額。
51. 除非董事認為，在緊接本公司股本被削減後，本公司將有能力履行在一般商業過程中期滿的債務，而且本公司資產的可兌現價值將不少於在帳冊中除遞延稅額外的總負債額，否則不得削減本公司股本。至於有關剩餘股本，除非涉及法律上的問題，否則在沒有欺詐行為的情況下，董事就本公司資產的可兌現價值作出的決定就是最後決定。

股東會議和股東的同意

52. 董事可在他們認為有需要或合適的時候，以他們認為必要或合宜的方式在塞舌爾共和國或其他地方召開本公司股東會議。
53. 假如擁有百分之十或以上已發行而且具投票權的本公司股份持有人提出書面要求，董事必須召開股東會議。
54. 董事如欲召開股東會議，必須給予有關人士不少於七天通知。有關人士指通告發出當日姓名已被納入本公司股東名冊，成為股東並有權在會上投票的人士。
55. 董事可以把發出股東會議通告當日定為記錄日期，以決定哪些股份持有人有權在會上投票。
56. 在下列情況，董事可給予短時間通知，召開股東會議：
- (a) 若持有有權就股東會議處理的所有事宜投票的全部股份中不少於百分之九十的股東，或有權在會上按某類別或組序股份進行投票的各類別或組序股份持有人達百分之九十，連同餘下的票數百分之九十以上多數同意給予短時間通知；或
 - (b) 若持有有權就股東會議處理的所有或任何事宜投票的股份的全部股東均同意毋須發出通告，而出席該會議將被視為同意毋須發出會議通告。
57. 即使董事因無心之失而未能向某股東發出股東會議通告，或某股東收不到有關通告，會議仍然有效。
58. 某股東可派代表出席股東會議，在會上代表該股東發言和投票。
59. 假如委託投票書指定的代表將出席股東會議並在會上投票，在會議開始前，有關人士應在指定的開會地點出示有關委託投票書。
60. 委任代表的委託投票書應根據下列格式或會議主席接納為足以正確地反映股東委任有關人士為代表的意向的任何其他格式撰寫。

(公司名稱)

我/我們，[]，作為上述公司的股東，持有[]股份，特此委派[]，地址[]或(如其未能出席)委派[]，地址[]，在[]年[]月[]日召開的股東會議，以及其經休會後續開的任何會議上代表我/我們投票。

(在此處列出任何限制條件。)

在[]年[]月[]日簽署

股東簽署

61. 下列規定適用於聯合股份持有人：

- (a) 若兩名或以上人士聯合擁有股份，各人均可親自或派代表出席股東會議，並可在會上以股東身份發言；
- (b) 若聯合擁有股份的股東中，只有一人親自或派代表出席會議，他/她可代表所有其他聯合擁有股份的股東投票；及
- (c) 若兩名或以上聯合擁有股份的股東親自或派代表出席會議，他們必須同以一票表決。

62. 若某股東以電話或其他電子方式參與股東會議，而且能與所有出席會議的股東互相溝通，將被視為已出席該股東會議。

63. 假如在股東會議召開時，不少於百分之五十有權就在會議上考慮的股東決議案進行表決的股份或各類別或組序股份持有人親自或派代表出席會議，則該股東會議將被視為有效構成。若出席的股東人數達法定人數的要求，即使該法定人數可能只由一人組成，有關股東可決議任何事宜，並簽署證明書。如該人士為一名代表，則有關證明書連同代表委任表格將構成有效的股東決議案。

64. 若在指定開會時間兩小時內，出席會議人數仍未達法定人數，而且會議乃股東要求召開，則會議將予解散；在任何其他情況，則會議順延至下一個營業日同時同地或在董事可能決定的其他時間和地點舉行。若在延會指定開會時間一小時內，不少於三分之一有權就會議上考慮的決議案進行表決的股份或各類別或組序股份持有人親自或派代表出席會議，股東人數將達法定人數，否則會議須予解散。

65. 股東會議由董事會主席主持。假如董事會沒有主席或董事會主席未能出席會議，出席的股東應互選推舉會議主席。若股東因任何原因無法選出會議主席，應由出席會議而且擁有最多具表決權股份的股東或其以指定的代表委任表格委任的代表主持會議。若未能以此方式選出會議主席，則由出席會議而最資深的個人股東或其代表擔任會議主席。

66. 會議主席可經出席股東同意，把任何會議由一開會時間或地點順延至另一開會時間或地點，但在任何延會上只可處理產生該次延會的原會未完的事宜，不得處理任何其他事務。

67. 在任何股東會議上，主席負責決定以合適的方式完成任何決議案的表決，其決定須在會上宣布並記錄在會議紀錄。若主席對任何決議案的表決結果有任何疑問，應以投票方式(包括就有關決議案所投的所有票)重新表決有關決議案；若主席沒有以投票方式進行表決，親自或派代表出席會議的任何股東如對會議主席宣布的任何表決結果有異議，在有關結果宣布後可隨即要求投票表決，此時，主席必須以投票方式進行表決。在任何會議進行投票的結果都應由主席正式記錄在會議紀錄。

68. 任何人士 (個人除外) 應被視作一名股東。受下文所載有關該等人士委任代表的特別規定所約束, 任何個人代表或為該等股東發言的權利須由構成或衍生該人士存在的管轄法律及有關文件決定。當有疑問時, 董事可秉誠行事, 諮詢任何合資格人士的法律意見, 除非及直至一具有司法管轄權的法院作出任何其他裁決, 否則董事可以依賴並依據有關意見行事而不必向任何股東負上任何責任。
69. 身為本公司股東的任何人士 (個人除外), 可以透過其董事或其他監管機構的決議案授權其認為合宜的人士, 代為出席本公司任何會議或作為持有本公司任何類別股份的股東代表, 有關獲授權人士有權行使其代表的人士作為本公司個人股東可以行使的相同權力。
70. 出席代表或獲授權人士代表某人士 (個人除外) 在股東會議上投票時, 會議主席可要求該等人士出示一份經公證確認的授權文件副本, 該副本應在有關要求提出後七天內呈交, 否則由該代表或獲授權人士所投的票將不予接受。
71. 本公司董事可出席任何本公司股東會議並在會上發言, 亦可出席由本公司任何類別或組序股份持有人組成的任何其他會議並在會上發言。
72. 股東在某會議上可以採取的行動, 同樣可以根據以書面方式或直通電報、電報、圖文傳真, 或其他電子文字通訊方式通過的股東決議案予以進行, 而且毋須任何通知。然而, 如果任何股東決議案並非由全體股東一致書面同意通過, 沒有同意該決議案的所有股東應獲發有關決議案副本一份。同意書可以複本文件形式發出, 每份複本由一名或多名股東簽署。

董事

73. 本公司首任董事將由簽署公司章程的發起人委任, 而以後每位董事將由股東或董事選出, 而委任年期則由股東或董事決定。
74. 最低董事人數為一人, 而最多為二十人。
75. 各董事的任期 (如有) 由股東決議規定, 或直至有關董事在任期屆滿前去世、辭職或被免職。
76. 若股東決議通過, 不論是否有原因, 某董事可被免職。本公司亦可通過董事決議案, 因為某原因而把某董事免職。
77. 某董事如欲辭任, 可以書面方式通知本公司, 並將在本公司收到有關辭職通告當日或在通告指定較後的其他日期生效。
78. 董事可在任何時間委任任何人士為董事, 以填補職位空缺或加入董事會。董事職位可因董事去世、辭職或被免職而空缺, 但是假如一或多名董事在辭職前已委任他或他們的繼任人, 則不算董事職位空缺。
79. 本公司必須保存包括下列資料的董事名冊:
- (a) 本公司董事的姓名和地址;
 - (b) 每位董事獲委任為本公司董事的日期;
 - (c) 每位董事不再是本公司董事的日期; 及
 - (d) 有關條文規定的其他資料。
80. 如本公司不存放董事名冊在註冊辦事處, 則必須:

- (a) 以書面形式通知註冊代理人董事名冊存放地方的實際地址及該存放地方的任何變更；及
 - (b) 無論何時存放或安排存放符合現況的董事名冊副本於其註冊辦事處內。
81. 董事可通過董事決議案，就有關董事以任何身份為本公司提供的服務釐定董事酬金，但必須在事前或事後獲股東決議批准。
82. 董事不必持有股份，而且可以是個人或公司。

董事的權力

83. 本公司的業務與事務均由董事管理，他們可支付本公司的組建及註冊所有初期和相關費用，並可根據法令或公司章程或這些細則行使不必由本公司股東行使的所有本公司的權力，但他們須受這些細則可能批准的任何權力轉授及股東決議案可能訂定的有關要求約束。要是有關要求與這些細則不一致，或任何該等要求將導致董事之前作出的任何行為無效（但如果沒有訂定有關要求，這些行為將仍然有效），則任何股東決議案訂定的要求均不能作準。
84. 董事可通過董事決議案委任任何人士（包括身為董事的人士）為本公司的高級職員或代理人。董事可決議委任代理人並授權該代理人委任一名或以上替代人或受委人，行使部份或全部本公司賦予該代理人的權力。
85. 本公司各高級職員或代理人擁有董事所擁有的全部權力，包括加蓋鋼印的權力，有關權限載於這些細則或委任高級職員或代理人的董事決議案，但法令規定必須由董事決議通過的事項除外。
86. 任何本身是法人團體的董事均可委任任何人士，成為其正式授權代表，代表該董事出席董事會會議或簽署一致書面同意文件。
87. 即使在董事會內存在任何空缺，繼續留任的董事仍可如常工作，但假如繼續留任的董事人數少於這些細則規定召開董事會議所須法定人數，繼續留任的董事便只可以委任董事，以填補空缺的董事職位，或召開股東會議。
88. 董事可通過董事決議案行使本公司所有權力，以借貸及抵押本公司的全部或部份業務及物業，直接發行債券、債券股及其他證券，以償還借貸或作為本公司或任何第三者的任何債務或責任的抵押。
89. 所有支票、期票、匯票、兌換券及其他可轉讓票據，及一切支付予本公司款項所發收據均須按個別情況，遵照董事不時決議決定的方法簽署、開發、接納，認可或以其他方式簽訂。
90. 本公司可通過董事決議案決定在其註冊辦事處設一本有關按揭、抵押和其他產權負擔的登記冊，載述下列各項按揭、抵押或其他產權負擔的詳細資料：
- (a) 已抵押的款額；
 - (b) 已抵押的資產；
 - (c) 承按人、承押人或其他產權負擔人的姓名和地址；
 - (d) 按揭、抵押或其他產權負擔產生的日期；及
 - (e) 上述有關按揭、抵押或其他產權負擔的詳細資料被納入登記冊的日期。

91. 本公司可通過董事決議案，決定進一步把有關按揭、抵押或其他產權負擔向公司註冊處處長登記。

董事執行情序

92. 本公司董事或董事會轄下任何委員會可在董事認為必要或合宜的時候及方式，在塞舌爾共和國或其他地方召開會議。
93. 若某董事以電話或其他電子方式參與董事會議，而且能與所有出席會議的董事互相溝通，將被視為已出席該董事會議。
94. 如要召開董事會議，應在會議召開前不少於兩天通知各董事。然而，沒有在會議召開前兩天通知董事而舉行的董事會議仍屬有效，只要有權在會上投票但沒有出席會議的董事同意毋須發出董事會議通告，因此，若某董事出席會議，即表示他同意毋須就董事會議發出通告。即使有關人士因無心之失而未能向某董事發出董事會議通告，或某董事收不到有關通告，會議仍然有效。
95. 某董事可以書面方式提交委任文書，委任一名替任人，而該替任人不必是一名董事。該替任人有權在提出委任的董事缺席會議時，出席有關會議並代替該董事在會上投票或同意會議考慮的事項。
96. 假如董事會議開始時，不少於半數董事親自或派替任人出席會議，該董事會議在各方面均被視為有效構成，除非董事會只有兩名董事，則法定人數為二人。
97. 若本公司只有一名董事，本文所載有關董事會議的條文將不適用，但本公司唯一的董事將全權代表本公司並處理法令或公司章程或這些細則沒有規定必須由本公司股東處理的一切事務。該名董事須就所有必須通過董事決議案決定的事宜，以文字記錄並簽署有關摘要或備忘錄，以取代會議紀錄。該等摘要或備忘錄在各方面將構成有關決議案的足夠證明。
98. 本公司各董事會議均由董事會主席主持。假如董事會沒有主席或董事會主席未能出席會議，則由董事會副主席主持會議。若董事會沒有副主席或董事會副主席未能出席會議，出席的董事應互選推舉會議主席。
99. 董事或董事委員會在某會議上可以採取的行動，同樣可以根據多數董事或董事委員會中多數董事以書面方式或直通電報、電報、圖文傳真，或其他電子文字通訊方式通過的董事或董事委員會決議案予以進行，但如公司只有兩名董事或董事委員會只有兩名董事，則該兩名董事必須同意方可，毋須任何通知。同意書可以複本文件形式發出，每份複本由一名或多名董事簽署。
100. 董事必須保存下列公司紀錄（「會議紀錄和決議案」）：
- (a) 所有董事會議、股東會議、董事委員會會議、高級職員委員會會議和股東委員會會議的會議紀錄；及
 - (b) 經董事、股東、董事委員會、高級職員委員會和股東委員會同意的所有決議案副本。
101. 會議紀錄和決議案必須存放在本公司的註冊辦事處，其主要營業地點或董事決定在塞舌爾共和國或在塞舌爾共和國以外的其他地方，以及本公司須通知註冊代理人有關地方的地址。如本公司存放會議紀錄和決議案的地方有所更改，本公司須於更改的十四天內以書面形式通知註冊代理人會議紀錄和決議案的新存放地方的實際地址。
102. 董事可通過董事決議案成立一或多個由一或多名董事組成的委員會。

103. 各董事委員會擁有董事所擁有的全部權力，包括加蓋鋼印的權力，有關權限載於成立有關董事委員會的董事決議案，但委員會無權修訂公司章程或這些細則、委任董事或釐定董事酬金、或委任本公司的高級職員或代理人。
104. 由兩名或以上董事組成的董事委員會的會議和執行情序，在作出必要的改變或修正後，必須受這些細則所載規管董事執行情序的條文管限，只要該等條文未被成立有關委員會的決議案中任何條文所取代。

高級職員

105. 公司可通過董事決議案在有需要或有利時委任本公司高級職員。該些高級職員將包括董事會主席、董事會副主席、總裁及一或多位副總裁、公司秘書及司庫及不時被認為需要的其他高級職員。任何數目的職位可由同一人士出任。
106. 高級職員將執行其被委任時規定的職責或其後經過董事或股東決議修訂的職責，倘缺少某些明確的職責劃分，則董事會主席有責任主持董事或股東會議，主席不在時則副主席代行職責，而總裁則管理公司日常事務，副總裁中最高資歷的在總裁缺席時代為執行職責，但除此以外按總裁指派執行有關職責。公司秘書保存股東名冊、會議紀錄冊及公司紀錄（財務紀錄除外）及確保公司符合一切應用法律的程序上需求。司庫則負責公司財務事宜。
107. 所有高級職員薪酬將由董事會決議釐定。
108. 本公司高級職員將出任至繼任人有效地選出及符合資格為止，但任何經董事委任的高級職員可於任何時間，不論有沒有原因的情況下經由董事決議而被免職。本公司任何高級職員的職位的任何空缺可經由董事決議選出填補。

利益衝突

109. 本公司與其一或多名董事或任何董事對之擁有財務上權益的任何人士或與任何董事有關連的任何人士（包括本公司任何董事為該任何人士的董事）達成的協議或交易將不會只因此關係而無效或可使之無效。如果有關各董事在該協議或交易中的利益的主要事實及該董事對在該協議或交易的另一方中擁有的權益或與該方的關係已經忠實地在通過該協議或交易的董事或董事委員會議上披露或已為其他董事所得悉，則批准該協議或交易的決議案並不會只因有關董事出席該董事或董事委員會或因其投票或同意被計算在內，而視該協議或交易為無效或可使之無效。
110. 與某董事會會議或股東會議議論的事務有利益關係的董事可為了確定該會議是否有效構成而被計算在內。

彌償

111. 受下文規定的限制所約束，本公司可就所有支出（包括法律費用），並就所有判決、罰款及和解時付出的款項以及在合理情況下因法律、行政或調查程序而須繳付的相關款項，向下列任何人士作出彌償
- (a) 某人士因身為或曾任本公司董事、高級職員或清盤人而成為、曾經或即將成為任何即將進行審訊、待審或已審結的案件（不論屬民事、刑事、行政還是調查性質）涉及的一方；或
 - (b) 應或曾應本公司要求擔任另一間公司或合夥商行、合資公司、信託或其他企業的董事、高級職員、清盤人，或（曾經）以任何其他身份在該等公司署任職位。

112. 本公司只會向忠誠為本公司的最大利益行事，而且在刑事案件中沒有合理理由相信其行為屬非法的人士作出彌償。
113. 董事就某人士是否忠誠為本公司的最大利益行事、有沒有合理理由相信其行為屬非法作出的決定，若不涉及欺詐行為，就這些細則而言將足以作為最後決定，但涉及法律問題者除外。
114. 假如任何法律程序因任何判決、法院指令、訴訟雙方和解、任何一方被定罪或提出中止檢控而結束，任何人士不能因此而假設有關係人士沒有忠誠為本公司的最大利益行事或有合理理由相信其行為屬非法。
115. 如果將獲本公司彌償的人士在上述任何法律程序中辯護成功，該人士將有權獲彌償所有支出（包括法律費用）和就所有判決、罰款及和解時付出的款項以及在合理情況下因該等法律程序而須繳付的相關款項。
116. 本公司可以為現或曾任本公司董事、高級職員或清盤人，或者應或曾應本公司要求在另一間公司或合夥商行、合資公司、信託或其他企業擔任董事、高級職員、清盤人，或（曾經）以任何其他身份在該等公司署任職位的任何人士購買保險並繼續供款，以防止該等人士被指控或因其身份而承擔任何責任，不論本公司是否有權或可能有權根據這些細則規定就該等責任向該等人士作出彌償。

鋼印

117. 本公司可以擁有多於一枚鋼印。本文談及鋼印時，即指董事決議正式採用的各枚鋼印。董事應對鋼印提供安全的保管。除本文另有明文規定，否則在任何文書加蓋鋼印均應由一名董事或董事不時決議授權的任何其他人士簽名見證。董事可以在加蓋鋼印前或後、就任何數目的蓋印給予一般或特別授權。董事可把本公司的鋼印或任何董事或獲授權人士的簽名複印或以其他方式複製在任何文書上，以提供有關鋼印和簽名的複印本，而複印的鋼印或簽名與根據上文所述方式在有關文書上加蓋鋼印或親筆簽名具相同法律效力。

紅利

118. 本公司可通過董事決議案宣派紅利（可能是金錢、股份或其他財產），然而，本公司只有在有盈餘的時候宣派並從盈餘中支付紅利。假如本公司以實物形式派發紅利，董事有責任在授權派發紅利的董事決議案中，確定並記錄將予分配的資產的公平正確價值。
119. 董事可以不時向股東派發董事會認為基於本公司的利潤而言合理的中期紅利。
120. 董事可以在宣派紅利之前從利潤中撥出他們認為合適的款項作為儲備金，並可以把所撥出的儲備金投資在他們挑選的證券上。
121. 除非董事認為，緊接紅利予以支付後，本公司將有能力履行在一般商業過程中期滿的債務，而且本公司資產的可兌現價值將不少於在帳冊中除遞延稅額外的總負債額及其股本總和，否則不得宣派並支付紅利。除非涉及法律問題，否則在沒有欺詐行為的情況下，董事就本公司資產的可兌現價值作出的決定就是最後決定。
122. 若本公司將宣派任何紅利，應按下文所述方式向各股東發出派息通告。董事會可通過決議案，把全部在宣派後三年仍未領取的紅利沒收歸本公司所有。
123. 紅利對本公司而言不附帶任何利息。庫存股份或本公司直接或間接擁有超過百分之五十的董事選舉投票權的另一公司所持的股份，概不獲派紅利。

124. 作紅利派發的股份，在各方面均應被視作發行以換取在股份發行時金額相等於被轉撥為股本的盈餘。
125. 假如所派紅利為具票面值的已批准但未發行股份，本公司在派發有關股份時必須把一筆金額相等於有關股份的總票面值的款項由盈餘轉撥為股本。
126. 假如所派紅利為不具票面值的已批准但未發行股份，本公司在派發有關股份時必須把董事指定的數額由盈餘轉撥為股本，但董事必須把金額最少相等於本公司清盤時本公司資產中有權獲優先分配的股份 (如有) 的款項指定為股本。
127. 把某類別或組序的已發行股份分拆為數目較多，但票面值按比例減少的同類別或同組序股份，不算派發紅利。

公司帳目及核數

128. 本公司必須存放或安排存放妥善的會計帳目：

- (a) 足夠顯示及正確解釋本公司的交易；
- (b) 使本公司的財務狀況在任何時間被合理準確地釐定；及
- (c) 予以擬備本公司的帳目 (儘管根據法令本公司不需擬備帳目)。

129. 本公司必須把會計帳目存放在本公司的註冊辦事處或董事決定在塞舌爾共和國或在塞舌爾共和國以外的其他地方，並通知其註冊代理人有關地方的實際地址。如本公司存放會計帳目的地方有所更改，本公司須於存放地方更改的十四天內以書面形式通知註冊代理人會計帳目新存放地方的實際地址。

130. 本公司可通過股東決議案要求董事擬備定期的盈虧帳目及資產負債表。本公司須擬備盈虧帳目及資產負債表以分別真實及公正地反映本公司在財政期的盈虧狀況，及真實及公正地反映本公司在財政期末的業務情況。

131. 本公司可通過股東決議案要求核數師查閱帳目。第一批核數師須經董事決議委任，其後的核數師可通過股東決議案委任。

132. 核數師可以是股東但任何董事或其他高級職員於在任期間將不得出任核數師。

133. 公司核數師酬金

- (a) 如是董事委任的核數師，酬金由董事決議釐定；
- (b) 除前款以外情況，由股東決議案決定或由公司通過股東決議案釐定的形式規定。

134. 核數師要審核分派予本公司每位股東或提呈於某本公司股東會議的盈虧帳目及資產負債表，並以書面報告形式說明

- (a) 按他們意見，該盈虧帳目及資產負債表是否已真實及公正地分別反映公司在這段時期的盈虧狀況以及公司在這段時期末的業務情況；及
- (b) 核數師是否已獲得所需全部資料及解釋。

135. 核數師報告將附加於公司帳目以及於呈交此帳目的股東會議上宣讀，或派發予各股東。

136. 每一位本公司的核數師有權在所有時間獲取本公司帳冊及收據，若其認為為了履行其核數師職務而有必要這樣做的話，有權向本公司董事及高級職員要求獲得有關資料及解釋。
137. 本公司核數師將有權獲發提呈公司的盈虧帳目及資產負債表的本公司股東會議通告並出席該會議。

通告

138. 就本公司給予股東的任何通告、資料或書面報表而言，如股東持有的是記名股份，本公司可以預期在合理情況下能送達各股東的任何方式發送文件，或以郵寄方式把有關文件寄往各股東在股東名冊上登記的通訊地址。
139. 擬發給本公司的任何傳票、通告、法院指令、文件、法律程序文件、資料或書面報表，可放在或以掛號郵寄方式寄往本公司的註冊辦事處，或放在或以掛號郵寄方式寄往本公司的註冊代理人。
140. 有關人士可出示任何傳票、通告、法院指令、文件、法律程序文件、資料或書面報表被送達本公司註冊辦事處或註冊代理人的證據，以證明已向本公司發出有關傳票、通告、法院指令、文件、法律程序文件、資料或書面報表，或出示證據證明有關文件寄出的時間，被確認為在通訊地址正確而且郵費已付的情況下，有關文件按正常寄送過程已在規定的期限內寄達本公司註冊辦事處或註冊代理人。

退休金和離職金

141. 董事可以為任何現正或曾在任何時候服務本公司或本公司任何附屬公司或本公司/任何該等附屬公司的聯營公司的任何人士；或現正或曾在任何時候任職本公司或上述任何公司董事或高級職員的人士；或現正或曾在本公司或該等其他公司擔任任何受薪職位的人士；或本公司或上述任何其他公司現正或曾在任何時候關心其福利、妻兒、遺孀和家人的利益的任何人士，設立並維持任何免供款或供款退休金或離職金，或促使本公司設立並維持有關退休金或離職金，並給予或促使本公司向他們發放捐款、退役金、退休金、補貼金或酬金，亦可以為他們支付保險費用。本公司可自行或與上述任何其他公司一同進行上述任何行動。擔任任何該等職位的董事有權參與釐定任何該等捐款、退役金、退休金、補貼金或酬金，並自行保管有關款項，但有關建議在任何時候均須獲股東決議批准，方可實行。

仲裁

142. 假如本公司與任何股東或他們的遺囑執行人、遺產管理人或受讓人就這些細則或法令的真正用意、釋義、影響或後果；或根據法令進行、執行、不進行或承受的任何事件；或就違反、被指違反有關事項或這些細則或對本公司或本公司任何事務有影響的法令或條例或其他相關指控有不同見解時，除非雙方同意把事件交由某仲裁人決定，否則，應由雙方各派一名仲裁人進行仲裁，而仲裁人在仲裁開始前應先委任一名公斷人。
143. 假如任何一方在另一方向其發出仲裁人委任通告十天內仍未能委任或另請仲裁人代替（若被委任的仲裁人去世、沒有能力或拒絕出任），該另一方可以委任一位仲裁人，代替未能委任仲裁人一方的仲裁人進行仲裁。

自動清盤和解散

144. 本公司可通過股東決議案自動清盤並解散，但如果本公司從未發行股份，便可以通過董事決議案自動清盤並解散。

延續

145. 本公司可以通過本公司股東決議案或全部本公司董事一致通過的決議案，根據塞舌爾共和國以外某司法管轄區的當地法律規定的方式，繼續以註冊公司形式運作。

本公司 OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED (地址 P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles) 謹於二零一五年一月十五日簽署本公司細則。

簽署公司細則的發起人

OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED



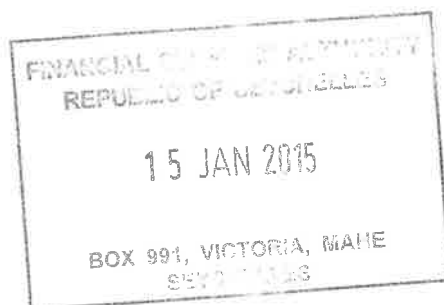
(簽字) 授權簽署人

現場見證人



(簽字) Anastasia Jumaye

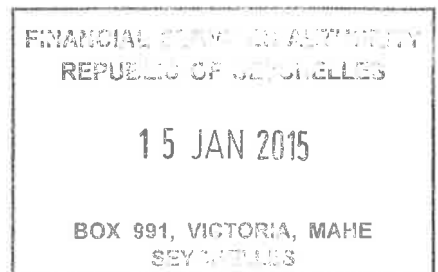
Second Floor, Capital City,
Independence Avenue, Victoria, Mahé, Seychelles
職業：企業服務支援主任



I.B.C. No. 160075

**REPUBLIC OF SEYCHELLES
THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994**

**MEMORANDUM AND ARTICLES
OF ASSOCIATION
OF**



Full Fortune International Co., Ltd
寶來國際有限公司

Incorporated on the 15th day of January, 2015

INCORPORATED IN REPUBLIC OF SEYCHELLES

Registered Agent: Offshore Incorporations (Seychelles) Limited
P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles

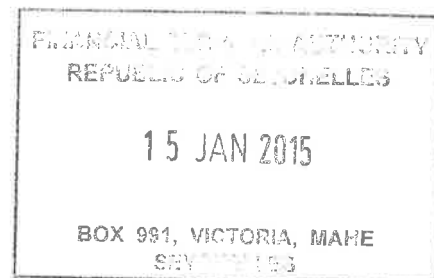
REPUBLIC OF SEYCHELLES
THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994

MEMORANDUM OF ASSOCIATION

OF

Full Fortune International Co., Ltd
寶來國際有限公司
("The Company")

NAME



1. The name of the Company is Full Fortune International Co., Ltd 寶來國際有限公司.

REGISTERED OFFICE

2. The registered office of the Company will be located at the offices of Offshore Incorporations (Seychelles) Limited, P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles.

REGISTERED AGENT

3. The registered agent of the Company will be Offshore Incorporations (Seychelles) Limited of P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles.

OBJECTS AND POWERS

4. The Company's objects are to engage in any act or activity that is not prohibited under any law for the time being in force in Republic of Seychelles. The Company has power, irrespective of corporate benefit, to perform all acts and engage in all activities necessary or conducive to the conduct, promotion or attainment of its objects.

5. **EXCLUSIONS**

- (i) The Company may not
 - (a) carry on business in Republic of Seychelles;
 - (b) own an interest in immovable property situate in Republic of Seychelles or a lease of immovable property situate in Republic of Seychelles, other than a lease referred to in paragraph 5(ii)(e) of subclause 5(ii);
 - (c) carry on banking business, unless it is licenced to do so under the Financial Institutions Act;
 - (d) carry on business as an insurance or re-insurance company;
 - (e) carry on international corporate services, international trustee services or foundation services, as such terms are defined in the International Corporate Service Providers Act.

- (ii) For purposes of paragraph 5(i)(a) of subclause 5(i), the Company shall not be treated as carrying on business in Republic of Seychelles if
- (a) it makes or maintains deposits with a person carrying on business within Republic of Seychelles;
 - (b) it makes or maintains professional contact with solicitors, barristers, accountants, bookkeepers, trust companies, administration companies, investment advisers or other similar persons carrying on business within Republic of Seychelles;
 - (c) it prepares or maintains its books and records within Republic of Seychelles;
 - (d) it holds, within Republic of Seychelles, meetings of its directors or members;
 - (e) it holds a lease of property for use as an office from which to communicate with members or where books and records of the Company are prepared or maintained;
 - (f) it holds shares, debt obligations or other securities in a company incorporated under the International Business Companies Act or under the Companies Act;
 - (g) shares, debt obligations or other securities in the Company are owned by any person resident in Republic of Seychelles or by any company incorporated under the International Business Companies Act or under the Companies Act;
 - (h) it holds bonds, treasury bills and other securities issued by the Government of Republic of Seychelles or the Central Bank of Republic of Seychelles; or
 - (i) it owns or manages a vessel registered in the Republic under the Merchant Shipping Act, or an aircraft, so registered under the Civil Aviation Act, 1949 (Overseas Territories) Order 1969.

LIMITATION OF LIABILITY

6. The liability of members of the Company is limited.

CURRENCY

7. Shares in the Company shall be issued in the currency of the United States of America.

AUTHORISED CAPITAL

8. The authorised capital of the Company is US\$1,000,000.00.

CLASSES, NUMBER AND PAR VALUE OF SHARES

9. The authorised capital is made up of one class and one series of shares divided into 1,000,000 shares of US\$1.00 par value each.

DESIGNATIONS, POWERS, PREFERENCES, ETC. OF SHARES

10. All shares shall
- (a) have one vote each;
 - (b) be subject to redemption, purchase or acquisition by the Company for fair value; and
 - (c) have the same rights with regard to dividends and distributions upon liquidation of the Company.

VARIATION OF CLASS RIGHTS

11. If at any time the authorised capital is divided into different classes or series of shares, the rights attached to any class or series (unless otherwise provided by the terms of issue of the shares of that class or series) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or series and of the holders of not less than three-fourths of the issued shares of any other class or series of shares which may be affected by such variation.

RIGHTS NOT VARIED BY THE ISSUE OF SHARES PARI PASSU

12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

REGISTERED SHARES

13. Shares in the Company may only be issued as registered shares and may not be exchanged for bearer shares. The company is prohibited from issuing bearer shares.

TRANSFER OF REGISTERED SHARES

14. Subject to the provisions relating to the transfer of shares set forth in the Articles of Association annexed hereto (the "Articles of Association"), registered shares in the Company may be transferred subject to the prior or subsequent approval of the Company as evidenced by a resolution of directors or by a resolution of members.

SHARE WARRANTS

15. The Company shall not have power to issue share warrants to bearer.

AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

16. Subject to clause 46 of the Company's Articles of Association, the Company may amend its Memorandum of Association and Articles of Association by a resolution of members or by a resolution of directors except that the Company may not amend clauses 13 and/or 15 of this Memorandum and may not adopt any other change to this Memorandum or Articles of Association of the Company that would permit the issuance of bearer shares by the Company.

DEFINITIONS

17. The meanings of words in this Memorandum of Association are as defined in the Articles of Association.

We, OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED, of P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles hereby subscribe our name to this Memorandum of Association the 15th day of January, 2015.

SUBSCRIBER

OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED

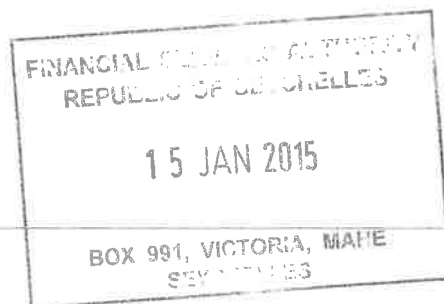


(Sd.) Authorised Signatory

in the presence of: WITNESS



(Sd.) Anastasia Jumaye
Second Floor, Capital City,
Independence Avenue, Victoria, Mahé, Seychelles
Occupation: Corporate Services Support Officer



REPUBLIC OF SEYCHELLES
THE INTERNATIONAL BUSINESS COMPANIES ACT, 1994

ARTICLES OF ASSOCIATION

OF

Full Fortune International Co., Ltd
寶來國際有限公司
("The Company")

FINANCIAL SERVICES AUTHORITY
REPUBLIC OF SEYCHELLES

15 JAN 2015

BOX 991, VICTORIA, MAHE
SEYCHELLES

PRELIMINARY

1. In these Articles, if not inconsistent with the subject or context, the words and expressions standing in the first column of the following table shall bear the meanings set opposite them respectively in the second column thereof.

<u>Words</u>	<u>Meaning</u>
"capital"	The sum of the aggregate par value of all outstanding shares with par value of the Company and shares with par value held by the Company as treasury shares plus <ol style="list-style-type: none">the aggregate of the amounts designated as capital of all outstanding shares without par value of the Company and shares without par value held by the Company as treasury shares, andthe amounts as are from time to time transferred from surplus to capital by a resolution of directors.
"member"	A person who holds shares in the Company.
"person"	An individual, a corporation, a foundation, a trust, the estate of a deceased individual, a partnership or an unincorporated association of persons.
"resolution of directors"	<ol style="list-style-type: none">A resolution approved at a duly convened and constituted meeting of directors of the Company or of a committee of directors of the Company by the affirmative vote of a simple majority of the directors present at the meeting who voted and did not abstain; orA resolution consented to in writing by a majority of the directors or a majority of the members of a committee of directors, unless there are only two directors or two members of a committee of directors in which case both directors or both members of the committee of directors must consent; <p>except that where a director is given more than one vote, he shall be counted by the number of votes he casts for the purpose of establishing a majority.</p>
"resolution of members"	<ol style="list-style-type: none">A resolution approved at a duly convened and constituted meeting of the members of the Company by the affirmative vote of

- (i) a simple majority of the votes of the shares entitled to vote thereon which were present at the meeting and were voted and not abstained, or
 - (ii) a simple majority of the votes of each class or series of shares which were present at the meeting and entitled to vote thereon as a class or series and were voted and not abstained and of a simple majority of the votes of the remaining shares entitled to vote thereon which were present at the meeting and were voted and not abstained; or
- (b) a resolution consented to in writing by
- (i) an absolute majority of the votes of shares entitled to vote thereon, or
 - (ii) an absolute majority of the votes of each class or series of shares entitled to vote thereon as a class or series and of an absolute majority of the votes of the remaining shares entitled to vote thereon.

“securities”	Shares and debt obligations of every kind, and options, warrants and rights to acquire shares, or debt obligations.
“surplus”	The excess, if any, at the time of the determination of the total assets of the Company over the aggregate of its total liabilities, as shown in its books of account, plus the Company’s capital.
“the Act”	The International Business Companies Act, 1994 including any modification, extension, re-enactment or renewal thereof and any regulations made thereunder.
“the Memorandum”	The Memorandum of Association of the Company as originally framed or as from time to time amended.
“the Seal”	Any Seal which has been duly adopted as the Seal of the Company.
“these Articles”	The Articles of Association as originally framed or as from time to time amended.
“treasury shares”	Shares in the Company that were previously issued but were repurchased, redeemed or otherwise acquired by the Company and not cancelled.

2. “Written” or any term of like import includes words typewritten, printed, painted, engraved, lithographed, photographed or represented or reproduced by any mode of reproducing words in a visible form, including telex, facsimile, telegram, cable, electronic message or other form of writing produced by electronic communication.
-
3. Save as aforesaid any words or expressions defined in the Act shall bear the same meaning in these Articles.
 4. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in these Articles, it shall equally, where the context admits, include the others.
 5. A reference in these Articles to voting in relation to shares shall be construed as a reference to voting by members holding the shares except that it is the votes allocated to the shares that shall be counted and not the number of members who actually voted and a reference to shares being present at a meeting shall be given a corresponding construction.
 6. A reference to money in these Articles is, unless otherwise stated, a reference to the currency in which shares in the Company shall be issued according to the provisions of the Memorandum.

REGISTERED SHARES

7. Every member holding registered shares in the Company shall be entitled to a certificate signed by directors or officers of the Company or under the Seal specifying the share or shares held by him and the signature of the directors or officers and the Seal may be facsimiles.
8. Any member receiving a share certificate for registered shares shall indemnify and hold the Company and its directors and officers harmless from any loss or liability which it or they may incur by reason of any wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a share certificate for registered shares is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a resolution of directors.
9. If several persons are registered as joint holders of any shares, any one of such persons may give an effectual receipt for any dividend payable in respect of such shares.

SHARES, AUTHORISED CAPITAL, CAPITAL AND SURPLUS

10. Subject to the provisions of these Articles and any resolution of members the unissued shares of the Company shall be at the disposal of the directors who may, without limiting or affecting any rights previously conferred on the holders of any existing shares or class or series of shares, offer, allot, grant options over or otherwise dispose of shares to such persons, at such times and upon such terms and conditions as the Company may by resolution of directors determine.
11. No share in the Company may be issued until the consideration in respect thereof is fully paid, and when issued the share is for all purposes fully paid and non-assessable save that a share issued for a promissory note or other written obligation for payment of a debt may be issued subject to forfeiture in the manner prescribed in these Articles.
12. Shares in the Company shall be issued for money, services rendered, personal property, an estate in real property, a promissory note or other binding obligation to contribute money or property or any combination of the foregoing as shall be determined by a resolution of directors.
13. Shares in the Company may be issued for such amount of consideration as the directors may from time to time by resolution of directors determine, except that in the case of shares with par value, the amount shall not be less than the par value, and in the absence of fraud the decision of the directors as to the value of the consideration received by the Company in respect of the issue is conclusive unless a question of law is involved. The consideration in respect of the shares constitutes capital to the extent of the par value and the excess constitutes surplus.
14. A share issued by the Company upon conversion of, or in exchange for, another share or a debt obligation or other security in the Company, shall be treated for all purposes as having been issued for money equal to the consideration received or deemed to have been received by the Company in respect of the other share, debt obligation or security.
15. Treasury shares may be disposed of by the Company on such terms and conditions (not otherwise inconsistent with these Articles) as the Company may by resolution of directors determine.
16. The Company may issue fractions of a share and a fractional share shall have the same corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole share of the same class or series of shares.
17. Upon the issue by the Company of a share without par value, if an amount is stated in the Memorandum to be authorised capital represented by such shares then each share shall be issued for no less than the appropriate proportion of such amount which shall constitute capital, otherwise the consideration in respect of the share constitutes capital to the extent designated by the directors and the excess constitutes surplus, except that the directors must designate as capital an amount of the consideration that is at least equal to the amount that the share is entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.

18. The Company may purchase, redeem or otherwise acquire and hold its own shares but only out of surplus or in exchange for newly issued shares of equal value.
19. Subject to provisions to the contrary in
- (a) the Memorandum or these Articles;
 - (b) the designations, powers, preferences, rights, qualifications, limitations and restrictions with which the shares were issued; or
 - (c) the subscription agreement for the issue of the shares,
- the Company may not purchase, redeem or otherwise acquire its own shares without the consent of members whose shares are to be purchased, redeemed or otherwise acquired.
20. No purchase, redemption or other acquisition of shares shall be made unless the directors determine that immediately after the purchase, redemption or other acquisition the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and the realisable value of the assets of the Company will not be less than the sum of its total liabilities, other than deferred taxes, as shown in the books of account, and its capital and, in the absence of fraud, the decision of the directors as to the realisable value of the assets of the Company is conclusive, unless a question of law is involved.
21. A determination by the directors under the preceding Regulation is not required where shares are purchased, redeemed or otherwise acquired
- (a) pursuant to a right of a member to have his shares redeemed or to have his shares exchanged for money or other property of the Company;
 - (b) by virtue of a transfer of capital pursuant to these articles;
 - (c) by virtue of the provisions of the Act relating to the rights of dissenters;
 - (d) pursuant to an order of the Court.
22. Shares that the Company purchases, redeems or otherwise acquires pursuant to the preceding Regulation may be cancelled or held as treasury shares except to the extent that such shares are in excess of 80 per cent of the issued shares of the Company in which case they shall be cancelled but they shall be available for reissue.
23. Where shares in the Company are held by the Company as treasury shares or are held by another company of which the Company holds, directly or indirectly, shares having more than 50 per cent of the votes in the election of directors of the other company, such shares of the Company are not entitled to vote or to have dividends paid thereon and shall not be treated as outstanding for any purpose except for purposes of determining the capital of the Company.
24. The Company may purchase, redeem or otherwise acquire its shares at a price lower than the fair value if permitted by, and then only in accordance with, the terms of
- (a) the Memorandum or these Articles; or
 - (b) a written agreement for the subscription for the shares to be purchased, redeemed or otherwise acquired.
25. The Company may by a resolution of directors include in the computation of surplus for any purpose the unrealised appreciation of the assets of the Company, and, in the absence of fraud, the decision of the directors as to the value of the assets is conclusive, unless a question of law is involved.

MORTGAGES AND CHARGES OF REGISTERED SHARES

26. Members may mortgage or charge their registered shares in the Company and upon satisfactory evidence thereof the Company shall give effect to the terms of any valid mortgage or charge except insofar as it may conflict with any requirements herein contained for consent to the transfer of shares.
27. In the case of the mortgage or charge of registered shares there may be entered in the share register of the Company at the request of the registered holder of such shares
 - (a) a statement that the shares are mortgaged or charged;
 - (b) the name of the mortgagee or chargee; and
 - (c) the date on which the aforesaid particulars are entered in the share register.
28. Where particulars of a mortgage or charge are registered, such particulars shall be cancelled
 - (a) with the consent of the named mortgagee or chargee or anyone authorised to act on his behalf; or
 - (b) upon evidence satisfactory to the directors of the discharge of the liability secured by the mortgage or charge and the issue of such indemnities as the directors shall consider necessary or desirable.
29. Whilst particulars of a mortgage or charge are registered, no transfer of any share comprised therein shall be effected without the written consent of the named mortgagee or chargee or anyone authorised to act on his behalf.

FORFEITURE

30. When shares issued for a promissory note or other written obligation for payment of a debt have been issued subject to forfeiture, the provisions set forth in the following four regulations shall apply.
31. Written notice specifying a date for payment to be made and the shares in respect of which payment is to be made shall be served on the member who defaults in making payment pursuant to a promissory note or other written obligations to pay a debt.
32. The written notice specifying a date for payment shall
 - (a) name a further date not earlier than the expiration of fourteen days from the date of service of the notice on or before which payment required by the notice is to be made; and
 - (b) contain a statement that in the event of non-payment at or before the time named in the notice the shares, or any of them, in respect of which payment is not made will be liable to be forfeited.
33. Where a written notice has been issued and the requirements have not been complied with within the prescribed time, the directors may at any time before tender of payment forfeit and cancel the shares to which the notice relates.
34. The Company is under no obligation to refund any monies to the member whose shares have been forfeited and cancelled pursuant to these provisions. Upon forfeiture and cancellation of the shares the member is discharged from any further obligation to the Company with respect to the shares forfeited and cancelled.

LIEN

35. The Company shall have a first and paramount lien on every share issued for a promissory note or for any other binding obligation to contribute money or property or any combination thereof to the Company, and the Company shall also have a first and paramount lien on every share standing registered in the name of a member, whether singly or jointly with any other person or persons, for all the debts and liabilities of such member or his estate to the Company, whether the same shall have been incurred before or after notice to the Company of any interest of any person other than such member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Company's lien on a share shall extend to all dividends payable thereon. The directors may at any time either generally, or in any particular case, waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this Regulation.
36. In the absence of express provisions regarding sale in the promissory note or other binding obligation to contribute money or property, the Company may sell, in such manner as the directors may by resolution of directors determine, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 21 days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the share.
37. The net proceeds of the sale by the Company of any shares on which it has a lien shall be applied in or towards payment of discharge of the promissory note or other binding obligation to contribute money or property or any combination thereof in respect of which the lien exists so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the holder of the share immediately before such sale. For giving effect to any such sale the directors may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the sale.

TRANSFER OF SHARES

38. Subject to any limitations in the Memorandum, registered shares in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee, but in the absence of such written instrument of transfer the directors may accept such evidence of a transfer of shares as they consider appropriate.
39. The Company shall not be required to treat a transferee of a registered share in the Company as a member until the transferee's name has been entered in the share register.
40. Subject to any limitations in the Memorandum, the Company must on the application of the transferor or ~~transferee of a registered share in the Company enter in the share register the name of the transferee of the share~~ save that the registration of transfers may be suspended and the share register closed at such times and for such periods as the Company may from time to time by resolution of directors determine provided always that such registration shall not be suspended and the share register closed for more than 60 days in any period of twelve months.

TRANSMISSION OF SHARES

41. The executor or administrator of a deceased member, the guardian of an incompetent member or the trustee of a bankrupt member shall be the only person recognised by the Company as having any title to his share but they shall not be entitled to exercise any rights as a member of the Company until they have proceeded as set forth in the next following three regulations.

42. The production to the Company of any document which is evidence of probate of the will, or letters of administration of the estate, or confirmation as executor, of a deceased member or of the appointment of a guardian of an incompetent member or the trustee of a bankrupt member shall be accepted by the Company even if the deceased, incompetent or bankrupt member is domiciled outside Republic of Seychelles if the document evidencing the grant of probate or letters of administration, confirmation as executor, appointment as guardian or trustee in bankruptcy is issued by a foreign court which had competent jurisdiction in the matter. For the purpose of establishing whether or not a foreign court had competent jurisdiction in such a matter the directors may obtain appropriate legal advice. The directors may also require an indemnity to be given by the executor, administrator, guardian or trustee in bankruptcy.
43. Any person becoming entitled by operation of law or otherwise to a share or shares in consequence of the death, incompetence or bankruptcy of any member may be registered as a member upon such evidence being produced as may reasonably be required by the directors. An application by any such person to be registered as a member shall for all purposes be deemed to be a transfer of shares of the deceased, incompetent or bankrupt member and the directors shall treat it as such.
44. Any person who has become entitled to a share or shares in consequence of the death, incompetence or bankruptcy of any member may, instead of being registered himself, request in writing that some person to be named by him be registered as the transferee of such share or shares and such request shall likewise be treated as if it were a transfer.
45. What amounts to incompetence on the part of a person is a matter to be determined by the court having regard to all the relevant evidence and the circumstances of the case.

REDUCTION OR INCREASE IN AUTHORISED CAPITAL OR CAPITAL

46. The Company may by a resolution of directors amend the Memorandum to increase or reduce its authorised capital and in connection therewith the Company may in respect of any unissued shares increase or reduce the number of such shares, increase or reduce the par value of any such shares or effect any combination of the foregoing.
47. The Company may amend the Memorandum to
- (a) divide the shares, including issued shares, of a class or series into a larger number of shares of the same class or series; or
 - (b) combine the shares, including issued shares, of a class or series into a smaller number of shares of the same class or series,
- provided, however, that where shares are divided or combined under (a) or (b) of this Regulation, the aggregate par value of the new shares must be equal to the aggregate par value of the original shares.
48. The capital of the Company may by a resolution of directors be increased by transferring an amount of the surplus of the Company to capital.
49. Subject to the provisions of the two next succeeding Regulations, the capital of the Company may by resolution of directors be reduced by transferring an amount of the capital of the Company to surplus.
50. No reduction of capital shall be effected that reduces the capital of the Company to an amount that immediately after the reduction is less than the aggregate par value of all outstanding shares with par value and all shares with par value held by the Company as treasury shares and the aggregate of the amounts designated as capital of all outstanding shares without par value and all shares without par value held by the Company as treasury shares that are entitled to a preference, if any, in the assets of the Company upon liquidation of the Company.

51. No reduction of capital shall be effected unless the directors determine that immediately after the reduction the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and that the realisable assets of the Company will not be less than its total liabilities, other than deferred taxes, as shown in the books of the Company and its remaining capital, and, in the absence of fraud, the decision of the directors as to the realisable value of the assets of the Company is conclusive, unless a question of law is involved.

MEETINGS AND CONSENTS OF MEMBERS

52. The directors of the Company may convene meetings of the members of the Company at such times and in such manner and places within or outside Republic of Seychelles as the directors consider necessary or desirable.
53. Upon the written request of members holding ten per cent or more of the outstanding voting shares in the Company the directors shall convene a meeting of members.
54. The directors shall give not less than seven days notice of meetings of members to those persons whose names on the date the notice is given appear as members in the share register of the Company and are entitled to vote at the meeting.
55. The directors may fix the date notice is given of a meeting of members as the record date for determining those shares that are entitled to vote at the meeting.
56. A meeting of members may be called on short notice:
- (a) if members holding not less than 90 per cent of the total number of shares entitled to vote on all matters to be considered at the meeting, or 90 per cent of the votes of each class or series of shares where members are entitled to vote thereon as a class or series together with not less than a 90 per cent majority of the remaining votes, have agreed to short notice of the meeting, or
 - (b) if all members holding shares entitled to vote on all or any matters to be considered at the meeting have waived notice of the meeting and for this purpose presence at the meeting shall be deemed to constitute waiver.
57. The inadvertent failure of the directors to give notice of a meeting to a member, or the fact that a member has not received notice, does not invalidate the meeting.
58. A member may be represented at a meeting of members by a proxy who may speak and vote on behalf of the member.
59. The instrument appointing a proxy shall be produced at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote.
60. An instrument appointing a proxy shall be in substantially the following form or such other form as the Chairman of the meeting shall accept as properly evidencing the wishes of the member appointing the proxy.

(Name of Company)

I/We [] being a member of the above Company with [] shares HEREBY APPOINT
[] of [] or failing him [] of [] to be my/our proxy to vote
for me/us at the meeting of members to be held on the [] day of [] and at any adjournment
thereof.

(Any restrictions on voting to be inserted here.)

Signed this [] day of [].

.....
Member

61. The following shall apply in respect of joint ownership of shares:
- (a) if two or more persons hold shares jointly each of them may be present in person or by proxy at a meeting of members and may speak as a member;
 - (b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and
 - (c) if two or more of the joint owners are present in person or by proxy they must vote as one.
62. A member shall be deemed to be present at a meeting of members if he participates by telephone or other electronic means and all members participating in the meeting are able to hear each other.
63. A meeting of members is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than 50 per cent of the votes of the shares or class or series of shares entitled to vote on resolutions of members to be considered at the meeting. If a quorum be present, notwithstanding the fact that such quorum may be represented by only one person then such person may resolve any matter and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy form shall constitute a valid resolution of members.
64. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the next business day at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting there are present within one hour from the time appointed for the meeting in person or by proxy not less than one third of the votes of the shares or each class or series of shares entitled to vote on the resolutions to be considered by the meeting, those present shall constitute a quorum but otherwise the meeting shall be dissolved.
65. At every meeting of members, the Chairman of the Board of Directors shall preside as Chairman of the meeting. If there is no Chairman of the Board of Directors or if the Chairman of the Board of Directors is not present at the meeting, the members present shall choose someone of their number to be the Chairman. If the members are unable to choose a Chairman for any reason, then the person representing the greatest number of voting shares present in person or by prescribed form of proxy at the meeting shall preside as Chairman failing which the oldest individual member or representative of a member present shall take the chair.
66. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
67. At any meeting of the members the Chairman shall be responsible for deciding in such manner as he shall consider appropriate whether any resolution has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes thereof. If the Chairman shall have any doubt as to the outcome of any resolution put to the vote, he shall cause a poll to be taken of all votes cast upon such resolution, but if the Chairman shall fail to take a poll then any member present in person or by proxy who disputes the announcement by the Chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the Chairman shall thereupon cause a poll to be taken. If a poll is taken at any meeting, the result thereof shall be duly recorded in the minutes of that meeting by the Chairman.
68. Any person other than an individual shall be regarded as one member and subject to the specific provisions hereinafter contained for the appointment of representatives of such persons the right of any individual to speak for or represent such member shall be determined by the law of the jurisdiction where, and by the documents by which, the person is constituted or derives its existence. In case of doubt, the directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the directors may rely and act upon such advice without incurring any liability to any member.

69. Any person other than an individual which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same power on behalf of the person which he represents as that person could exercise if it were an individual member of the Company.
70. The Chairman of any meeting at which a vote is cast by proxy or on behalf of any person other than an individual may call for a notarially certified copy of such proxy or authority which shall be produced within seven days of being so requested or the votes cast by such proxy or on behalf of such person shall be disregarded.
71. Directors of the Company may attend and speak at any meeting of members of the Company and at any separate meeting of the holders of any class or series of shares in the Company.
72. An action that may be taken by the members at a meeting may also be taken by a resolution of members consented to in writing or by telex, telegram, cable, facsimile or other written electronic communication, without the need for any notice, but if any resolution of members is adopted otherwise than by the unanimous written consent of all members, a copy of such resolution shall forthwith be sent to all members not consenting to such resolution. The consent may be in the form of counterparts, each counterpart being signed by one or more members.

DIRECTORS

73. The first directors of the Company shall be appointed by the subscriber to the Memorandum. Thereafter, the directors shall be elected by the members or by the directors for such term as the members or the directors determine.
74. The minimum number of directors shall be one and the maximum number shall be twenty.
75. Each director shall hold office for the term, if any, fixed by resolution of members or until his earlier death, resignation or removal.
76. A director may be removed from office, with or without cause, by a resolution of members or, with cause, by a resolution of directors.
77. A director may resign his office by giving written notice of his resignation to the Company and the resignation shall have effect from the date the notice is received by the Company or from such later date as may be specified in the notice.
78. The directors may at any time appoint any person to be a director either to fill a vacancy or as an addition to the existing directors. A vacancy occurs through the death, resignation or removal of a director but a vacancy or vacancies shall not be deemed to exist where one or more directors shall resign after having appointed his or their successor or successors.
79. The Company shall keep a register of directors containing:
 - (a) the names and addresses of the persons who are directors of the Company;
 - (b) the date on which each person was appointed as a director of the Company;
 - (c) the date on which each person appointed as a director ceased to be a director of the Company; and
 - (d) such other information as may be prescribed.
80. Where the Company does not keep its register of directors at its registered office, it shall:
 - (a) inform in writing its registered agent of the physical address of the place where the register of directors is kept and of any change in the place where the register is kept; and

- (b) at all times keep or cause to be kept an up-to-date copy of its register of directors at its registered office.
81. With the prior or subsequent approval by a resolution of members, the directors may, by a resolution of directors, fix the emoluments of directors with respect to services to be rendered in any capacity to the Company.
82. A director shall not require a share qualification, and may be an individual or a company.

POWERS OF DIRECTORS

83. The business and affairs of the Company shall be managed by the directors who may pay all expenses incurred preliminary to and in connection with the formation and registration of the Company and may exercise all such powers of the Company as are not by the Act or by the Memorandum or these Articles required to be exercised by the members of the Company, subject to any delegation of such powers as may be authorised by these Articles and to such requirements as may be prescribed by a resolution of members; but no requirement made by a resolution of members shall prevail if it be inconsistent with these Articles nor shall such requirement invalidate any prior act of the directors which would have been valid if such requirement had not been made.
84. The directors may, by a resolution of directors, appoint any person, including a person who is a director, to be an officer or agent of the Company. The resolution of directors appointing an agent may authorise the agent to appoint one or more substitutes or delegates to exercise some or all of the powers conferred on the agent by the Company.
85. Every officer or agent of the Company has such powers and authority of the directors, including the power and authority to affix the Seal, as are set forth in these Articles or in the resolution of directors appointing the officer or agent, except that no officer or agent has any power or authority with respect to the matters requiring a resolution of directors under the Act.
86. Any director which is a body corporate may appoint any person its duly authorised representative for the purpose of representing it at meetings of the Board of Directors or with respect to unanimous written consents.
87. The continuing directors may act notwithstanding any vacancy in their body, save that if their number is reduced to their knowledge below the number fixed by or pursuant to these Articles as the necessary quorum for a meeting of directors, the continuing directors or director may act only for the purpose of appointing directors to fill any vacancy that has arisen or summoning a meeting of members.
88. The directors may by resolution of directors exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings and property or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.
89. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by resolution of directors.
90. The Company may determine by resolution of directors to maintain at its registered office a register of mortgages, charges and other encumbrances in which there shall be entered the following particulars regarding each mortgage, charge or other encumbrance:
- (a) the sum secured;
 - (b) the assets secured;
 - (c) the name and address of the mortgagee, chargee or other encumbrancer;
 - (d) the date of creation of the mortgage, charge or other encumbrance; and

- (e) the date on which the particulars specified above in respect of the mortgage, charge or other encumbrance are entered in the register.

91. The Company may further determine by a resolution of directors to register mortgages, charges or other encumbrances with the Registrar of Companies.

PROCEEDINGS OF DIRECTORS

92. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or outside Republic of Seychelles as the directors may determine to be necessary or desirable.
93. A director shall be deemed to be present at a meeting of directors if he participates by telephone or other electronic means and all directors participating in the meeting are able to hear each other.
94. A director shall be given not less than two days notice of meetings of directors, but a meeting of directors held without two days notice having been given to all directors shall be valid if all the directors entitled to vote at the meeting who do not attend, waive notice of the meeting and for this purpose, the presence of a director at a meeting shall constitute waiver on his part. The inadvertent failure to give notice of a meeting to a director, or the fact that a director has not received the notice, does not invalidate the meeting.
95. A director may by a written instrument appoint an alternate ~~who~~ need not be a director and an alternate is entitled to attend meetings in the absence of the director who appointed him and to vote or consent in place of the director.
96. A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate not less than one half of the total number of directors, unless there are only two directors in which case the quorum shall be two.
97. If the Company shall have only one director the provisions herein contained for meetings of the directors shall not apply but such sole director shall have full power to represent and act for the Company in all matters as are not by the Act or the Memorandum or these Articles required to be exercised by the members of the Company and in lieu of minutes of a meeting shall record in writing and sign a note or memorandum of all matters requiring a resolution of directors. Such a note or memorandum shall constitute sufficient evidence of such resolution for all purposes.
98. At every meeting of the directors the Chairman of the Board of Directors shall preside as Chairman of the meeting. If there is no Chairman of the Board of Directors or if the Chairman of the Board of Directors is not present at the meeting the Vice Chairman of the Board of Directors shall preside. If there is no Vice Chairman of the Board of Directors or if the Vice Chairman of the Board of Directors is not present at the meeting the directors present shall choose someone of their number to be Chairman of the meeting.
99. An action that may be taken by the directors or a committee of directors at a meeting may also be taken by a resolution of directors or a committee of directors consented to in writing or by telex, telegram, cable, facsimile or other written electronic communication by a majority of directors or a majority of the members of a committee of directors, or if there are only two directors or two members of a committee of directors, then consented to by both directors or both members of the committee of directors, without the need for any notice. The consent may be in the form of counterparts, each counterpart being signed by one or more directors.
100. The directors shall cause the following corporate records ("minutes and resolutions") to be kept:
- (a) minutes of all meetings of directors, members, committee of directors, committees of officers and committees of members; and
 - (b) copies of all resolutions consented to by directors, members, committees of directors, committees of officers and committees of members.

101. The minutes and resolutions shall be kept at the registered office of the Company, its principal place of business or at such other place inside or outside Republic of Seychelles as the directors determine and the Company shall inform the registered agent of the address of the other place. Where the place at which a Company's minutes and resolutions are kept is changed, the Company shall inform its registered agent in writing of the physical address of the new location of the minutes and resolutions within 14 days of the change of location.
102. The directors may, by resolution of directors, designate one or more committees, each consisting of one or more directors.
103. Each committee of directors has such powers and authorities of the directors, including the power and authority to affix the Seal, as are set forth in the resolution of directors establishing the committee, except that no committee has any power or authority to amend the Memorandum or these Articles, to appoint directors or fix their emoluments, or to appoint officers or agents of the Company.
104. The meetings and proceedings of each committee of directors consisting of two or more directors shall be governed *mutatis mutandis* by the provisions of these Articles regulating the proceedings of directors so far as the same are not superseded by any provisions in the resolution establishing the committee.

OFFICERS

105. The Company may by resolution of directors appoint officers of the Company at such times as shall be considered necessary or expedient. Such officers may consist of a Chairman of the Board of Directors, a Vice Chairman of the Board of Directors, a President and one or more Vice Presidents, Secretaries and Treasurers and such other officers as may from time to time be deemed desirable. Any number of offices may be held by the same person.
106. The officers shall perform such duties as shall be prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by resolution of directors or resolution of members, but in the absence of any specific allocation of duties it shall be the responsibility of the Chairman of the Board of Directors to preside at meetings of directors and members, the Vice Chairman to act in the absence of the Chairman, the President to manage the day to day affairs of the Company, the Vice Presidents to act in order of seniority in the absence of the President but otherwise to perform such duties as may be delegated to them by the President, the Secretaries to maintain the share register, minute books and records (other than financial records) of the Company and to ensure compliance with all procedural requirements imposed on the Company by applicable law, and the Treasurer to be responsible for the financial affairs of the Company.
107. The emoluments of all officers shall be fixed by resolution of directors.
108. The officers of the Company shall hold office until their successors are duly elected and qualified, but any officer elected or appointed by the directors may be removed at any time, with or without cause, by resolution of directors. Any vacancy occurring in any office of the Company may be filled by resolution of directors.

CONFLICT OF INTERESTS

109. No agreement or transaction between the Company and one or more of its directors or any person in which any director has a financial interest or to whom any director is related, including as a director of that other person, is void or voidable for this reason only or by reason only that the director is present at the meeting of directors or at the meeting of the committee of directors that approves the agreement or transaction or that the vote or consent of the director is counted for that purpose if the material facts of the interest of each director in the agreement or transaction and his interest in or relationship to any other party to the agreement or transaction are disclosed in good faith or are known by the other directors.
110. A director who has an interest in any particular business to be considered at a meeting of directors or members may be counted for purposes of determining whether the meeting is duly constituted.

INDEMNIFICATION

111. Subject to the limitations hereinafter provided the Company may indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who
- (a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director, an officer or a liquidator of the Company; or
 - (b) is or was, at the request of the Company, serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.
112. The Company may only indemnify a person if the person acted honestly and in good faith with a view to the best interests of the Company and, in the case of criminal proceedings, the person had no reasonable cause to believe that his conduct was unlawful.
113. The decision of the directors as to whether the person acted honestly and in good faith and with a view to the best interests of the Company and as to whether the person had no reasonable cause to believe that his conduct was unlawful, is in the absence of fraud, sufficient for the purposes of these Articles, unless a question of law is involved.
114. The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.
115. If a person to be indemnified has been successful in defence of any proceedings referred to above the person is entitled to be indemnified against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings.
116. The Company may purchase and maintain insurance in relation to any person who is or was a director, an officer or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer or a liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability as provided in these Articles.

SEAL

117. The Company may have more than one Seal and references herein to the Seal shall be references to every Seal which shall have been duly adopted by resolution of directors. The directors shall provide for the safe custody of the Seal. Except as otherwise expressly provided herein the Seal when affixed to any written instrument shall be witnessed and attested to by the signature of a director or any other person so authorised from time to time by resolution of directors. Such authorisation may be before or after the Seal is affixed may be general or specific and may refer to any number of sealings. The Directors may provide for a facsimile of the Seal and of the signature of any director or authorised person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been signed as hereinbefore described.

DIVIDENDS

118. The Company may by a resolution of directors declare and pay dividends in money, shares, or other property, but dividends shall only be declared and paid out of surplus. In the event that dividends are paid in specie the directors shall have responsibility for establishing and recording in the resolution of directors authorising the dividends, a fair and proper value for the assets to be so distributed.

119. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the Company.
120. The directors may, before declaring any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund, and may invest the sum so set apart as a reserve fund upon such securities as they may select.
121. No dividend shall be declared and paid unless the directors determine that immediately after the payment of the dividend the Company will be able to satisfy its liabilities as they become due in the ordinary course of its business and the realisable value of the assets of the Company will not be less than the sum of its total liabilities, other than deferred taxes, as shown in its books of account, and its capital. In the absence of fraud, the decision of the directors as to the realisable value of the assets of the Company is conclusive, unless a question of law is involved.
122. Notice of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned and all dividends unclaimed for three years after having been declared may be forfeited by resolution of directors for the benefit of the Company.
123. No dividend shall bear interest as against the Company and no dividend shall be paid on treasury shares or shares held by another company of which the Company holds, directly or indirectly, shares having more than 50 per cent of the vote in electing directors.
124. A share issued as a dividend by the Company shall be treated for all purposes as having been issued for money equal to the surplus that is transferred to capital upon the issue of the share.
125. In the case of a dividend of authorised but unissued shares with par value, an amount equal to the aggregate par value of the shares shall be transferred from surplus to capital at the time of the distribution.
126. In the case of a dividend of authorised but unissued shares without par value, the amount designated by the directors shall be transferred from surplus to capital at the time of the distribution, except that the directors must designate as capital an amount that is at least equal to the amount that the shares are entitled to as a preference, if any, in the assets of the Company upon liquidation of the Company.
127. A division of the issued and outstanding shares of a class or series of shares into a larger number of shares of the same class or series having a proportionately smaller par value does not constitute a dividend of shares.

ACCOUNTS AND AUDIT

128. The Company shall keep or cause to be kept proper accounting records that:
 - (a) are sufficient to show and correctly explain the Company's transactions;
 - (b) enable the financial position of the Company to be determined with reasonable accuracy at any time; and
 - (c) allow for accounts of the Company to be prepared (notwithstanding that the Company is not required under the Act to prepare accounts).
129. The accounting records of the Company shall be kept at the registered office of the Company or such other place inside or outside Republic of Seychelles as the directors determine and the Company shall inform its registered agent of the physical address of that other place. Where the place at which the Company's accounting records are kept is changed, the Company shall inform its registered agent in writing of the physical address of the new location of the records within 14 days of the change of location.
130. The Company may by resolution of members call for the directors to prepare periodically a profit and loss account and a balance sheet. The profit and loss account and balance sheet shall be drawn up so as to give respectively a true and fair view of the profit or loss of the Company for the financial period and a true and fair view of the state of affairs of the Company as at the end of the financial period.

131. The Company may by resolution of members call for the accounts to be examined by auditors. The first auditors shall be appointed by resolution of directors, subsequent auditors shall be appointed by a resolution of members.
132. The auditors may be members of the Company but no director or other officer shall be eligible to be an auditor of the Company during his continuance in office.
133. The remuneration of the auditors of the Company
- (a) in the case of auditors appointed by the directors, may be fixed by resolution of directors;
 - (b) subject to the foregoing, shall be fixed by resolution of members or in such manner as the Company may by resolution of members determine.
134. The auditors shall examine each profit and loss account and balance sheet required to be served on every member of the Company or laid before a meeting of the members of the Company and shall state in a written report whether or not
- (a) in their opinion the profit and loss account and balance sheet give a true and fair view respectively of the profit or loss for the period covered by the accounts, and of the state of affairs of the Company at the end of that period, and
 - (b) all the information and explanations required by the auditors have been obtained.
135. The report of the auditors shall be annexed to the accounts and shall be read at the meeting of members at which the accounts are laid before the Company or shall be served on the members.
136. Every auditor of the Company shall have a right of access at all times to the books of account and vouchers of the Company, and shall be entitled to require from the directors and officers of the Company such information and explanations as he thinks necessary for the performance of the duties of the auditors.
137. The auditors of the Company shall be entitled to receive notice of, and to attend any meetings of members of the Company at which the Company's profit and loss account and balance sheet are to be presented.

NOTICES

138. Any notice, information or written statement to be given by the Company to members may be served in the case of members holding registered shares in any way by which it can reasonably be expected to reach each member or by mail addressed to each member at the address shown in the share register.
139. Any summons, notice, order, document, process, information or written statement to be served on the Company may be served by leaving it, or by sending it by registered mail addressed to the Company, at its registered office, or by leaving it with, or by sending it by registered mail to, the registered agent of the Company.
140. Service of any summons, notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the registered office or the registered agent of the Company or that it was mailed in such time as to admit to its being delivered to the registered office or the registered agent of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

PENSION AND SUPERANNUATION FUNDS

141. The directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments, to any persons who are or were at any time in the employment or service of the Company or any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid or who hold or held any salaried employment or office in the Company or such other company, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and to the wives, widows, families and dependents of any such person, and may make payments for or towards the insurance of any such persons as aforesaid, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always to the proposal being approved by resolution of members, a director holding any such employment, or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension allowance or emolument.

ARBITRATION

142. Whenever any difference arises between the Company on the one hand and any of the members or their executors, administrators or assigns on the other hand, touching the true intent and construction or the incidence or consequences of these Articles or of the Act, touching anything done or executed, omitted or suffered in pursuance of the Act or touching any breach or alleged breach or otherwise relating to the premises or to these Articles, or to any Act or Ordinance affecting the Company or to any of the affairs of the Company such difference shall, unless the parties agree to refer the same to a single arbitrator, be referred to two arbitrators one to be chosen by each of the parties to the difference and the arbitrators shall before entering on the reference appoint an umpire.
143. If either party to the reference makes default in appointing an arbitrator either originally or by way of substitution (in the event that an appointed arbitrator shall die, be incapable of acting or refuse to act) for ten days after the other party has given him notice to appoint the same, such other party may appoint an arbitrator to act in the place of the arbitrator of the defaulting party.

VOLUNTARY WINDING UP AND DISSOLUTION

144. The Company may voluntarily commence to wind up and dissolve by a resolution of members but if the Company has never issued shares it may voluntarily commence to wind up and dissolve by resolution of directors.

CONTINUATION

145. The Company may by resolution of members or by a resolution passed unanimously by all directors of the Company continue as a company incorporated under the laws of a jurisdiction outside Republic of Seychelles in the manner provided under those laws.

We, OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED, of P.O. Box 1239, Offshore Incorporations Centre, Victoria, Mahé, Republic of Seychelles hereby subscribe our name to these Articles of Association the 15th day of January, 2015.

SUBSCRIBER

OFFSHORE INCORPORATIONS (SEYCHELLES) LIMITED



(Sd.) Authorised Signatory

in the presence of: WITNESS



(Sd.) Anastasia Jumaye
Second Floor, Capital City,
Independence Avenue, Victoria, Mahé, Seychelles
Occupation: Corporate Services Support Officer

