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P. Needham  
Mr Philip Needham  
Company Secretary  
6/12/12

Company number 2128666

PRIVATE COMPANY LIMITED BY GUARANTEE

SOLE MEMBER'S WRITTEN RESOLUTION

of

THE LONDON METAL EXCHANGE LIMITED (the *Company*)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the **Resolution**)

**SPECIAL RESOLUTION**

1. **THAT** with effect from and subject to the completion of the acquisition of the entire issued ordinary share capital in LME Holdings Limited by HKEx Investment (UK) Limited, the draft Articles of Association be adopted as the Articles of Association of the Company in substitution for the existing Articles of Association


**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, being a duly authorised representative of the sole member of the Company entitled to vote on the above Resolution on 15 November 2012 (the **Circulation Date**), hereby irrevocably agrees to the Resolution

For and on behalf of LME Holdings Limited

Dated 3 December 2012

By   
Name Martin Abbott  
Director



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No 2128666

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE

**Amended and Restated Articles of Association  
of  
THE LONDON METAL EXCHANGE LIMITED**

Adopted by Special Resolution passed on 15 November 2012  
with effect from 6 December 2012

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WEDNESDAY

COMPANIES HOUSE

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# **Articles of Association of The London Metal Exchange Limited**

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## **PRELIMINARY**

**1** None of the regulations in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended nor the articles in the model articles for a private company limited by guarantee set out in Schedule 2 to The Companies (Model Articles) Regulations 2008 shall apply to the Company

**2** In these Articles (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite to them respectively

<b>"Act"</b>	Companies Act 2006 including any modification or re-enactment of it for the time being in force
<b>"Articles"</b>	these Articles of Association as from time to time altered
<b>"Board"</b>	the Directors
<b>"Chairman"</b>	Chairman of the Board appointed pursuant to Article 65 from time to time
<b>"Chief Executive"</b>	Chief Executive of the Company appointed pursuant to Article 27 1(a) from time to time
<b>"Companies Acts"</b>	has the meaning given by the Act and includes any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as the "Companies Acts" (with or without the addition of an indication of the date of any such enactment)
<b>"Company"</b>	The London Metal Exchange Limited, a private company limited by guarantee incorporated in England and Wales with registered number 2128666
<b>"Deputy Chairman"</b>	Deputy Chairman of the Board appointed pursuant to Article 65 from time to time
<b>"Directors"</b>	directors of the Company from time to time and "Director" means any of them
<b>"Exchange"</b>	the exchange operated by the Company
<b>"Exchange Member"</b>	an Undertaking (as defined in the Rules) or individual admitted to membership of the Exchange in accordance with the Rules
<b>"Executive Director"</b>	a Director who is an employee of a member of the HKEx Group

<b>"HKEx"</b>	Hong Kong Exchanges and Clearing Limited, a company registered in Hong Kong with registered number 681388
<b>"HKEx Group"</b>	HKEx and any other body corporate which is a subsidiary of HKEx from time to time
<b>"Independent Director"</b>	a Director who is determined by the Board to be independent in accordance with Article 27 2
<b>"LME Holdings"</b>	means LME Holdings Limited, a private company limited by shares incorporated in England and Wales with registered number 4081219
<b>"month"</b>	calendar month
<b>"Office"</b>	the registered office of the Company from time to time
<b>"officer"</b>	includes a Director, manager and the Secretary, but shall not include an auditor
<b>"Ordinary Resolution"</b>	has the meaning given in section 282 of the Act
<b>"Rules"</b>	the rules and regulations of the Exchange in force from time to time
<b>"Seal"</b>	the common seal of the Company
<b>"Special Resolution"</b>	has the meaning given in section 283 of the Act
<b>"Secretary"</b>	means any person appointed by the Directors to perform any of the duties of the Secretary including, but not limited to, a joint, assistant or deputy Secretary
<b>"United Kingdom"</b>	Great Britain and Northern Ireland
<b>"working day"</b>	a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered
<b>"year(s)"</b>	calendar year(s)

Words denoting the singular shall include the plural and vice versa Words denoting the masculine shall include the feminine Words denoting persons shall include bodies corporate and unincorporated associations

Except where specifically defined, references to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force (whether coming into force before or after the adoption of these Articles or incorporation of the Company)

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

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles

#### **MEMBERSHIP OF THE COMPANY**

- 3** The liability of the member is limited
- 4** The member of the Company undertakes to contribute such amount as may be required (not exceeding £100) to the Company's assets if it should be wound up while it is a member or within one year after it ceases to be a member for
- (a) payment of the Company's debts and liabilities contracted before it ceases to be a member,
  - (b) of the costs, charges and expenses of winding-up, and
  - (c) for the adjustment of the rights of the contributories among themselves
- 5** The sole member of the Company shall be LME Holdings (or any entity which is a wholly owned subsidiary of LME Holdings which is admitted as a member of the Company by the Directors in place (and with the consent) of the then existing member) and references to "members" in these Articles shall be construed accordingly Exchange Members shall not be members of the Company

#### **GENERAL MEETINGS**

**6 Notice of General Meetings**

Subject to the provisions of this Article 6, general meetings shall be called by fourteen days' notice in writing at least, save as provided by the Act The period of notice shall in each case be exclusive of the day on which it is given or deemed to be given and of the day on which the meeting is to be held and shall be given in the manner hereinafter mentioned to all members PROVIDED THAT a general meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed by the sole member

**7 Contents of notice of General Meetings**

- (a) Every notice calling a general meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, vote instead of such member and that a proxy need not be a member of the Company
- (b) The notice shall specify the general nature of the business to be conducted at the general meeting, and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 8** The Chairman, failing whom the Deputy Chairman, shall preside as the chairman at a general meeting If there is no such Chairman or Deputy Chairman, or if at any meeting neither is present within five minutes 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 is

present or if all the Directors present decline to take the chair, the members present shall choose a member or a proxy of a member or a person authorised to act as a representative of a corporation in relation to the meeting) to be the chairman of the meeting

- 9** No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A duly authorised representative of the sole member, or a proxy for the sole member, shall be a quorum for all purposes
- 10** If within five minutes from the time appointed for a general meeting (or such longer interval as the chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or (if not so specified) as the chairman of the meeting may determine
- 11** The chairman of any general meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or sine die, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting
- 12** Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 13** If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon
- 14** At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, and a duly authorised representative of, or a proxy for, the sole member may vote on a show of hands
- 15** A declaration by the chairman of the meeting that a resolution has been carried or lost and an entry to that effect in the minute book shall be conclusive evidence of that fact

#### **VOTES OF MEMBERS**

- 16** No objection shall be raised as to the 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
- 17** On a show of hands, every member who is present in person shall have one vote, and every proxy who has been duly appointed by a member entitled to vote on the resolution shall have one vote

## PROXIES

- 18** A proxy need not be a member. The appointment of a proxy shall be made in writing and shall be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the member. Subject thereto, the appointment of a proxy may be

- (a) in hard copy form, or
- (b) in electronic form, if the Company agrees (or is deemed by the Companies Acts to have agreed)

The Directors may, if they think fit, but subject to the provisions of the Act, at the Company's expense send hard copy forms of proxy for use at the meeting and issue invitations in electronic form to appoint a proxy in relation to the meeting in such form as may be approved by the Directors. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

- 19** The appointment of a proxy, whether in hard copy form or electronic form shall be executed in such a manner as the Directors may approve. Subject thereto, the appointment of a proxy shall be either given by the appointer under its common seal or executed on its behalf by an attorney or a duly authorised officer of the corporation. Any signature on a proxy appointment need not be witnessed.

- 20** Where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of a member

- (a) the Company may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that member,
- (b) that member shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been made, sent or supplied or a copy of such authority duly certified or in some other way approved by the Directors, to such address and by such time as may be specified in the request (or such address as the Company may be deemed by the Companies Acts to have agreed) and, if the request is not complied with in any respect, the appointment may be treated as invalid, and
- (c) whether or not a request under Article 20(b) has been made or complied with, the Company may determine that it has insufficient evidence of that authority of that person to make, send or supply the appointment on behalf of that member and may treat the appointment as invalid.

- 21** The appointment of a proxy shall

- (a) if in hard copy form, be delivered by hand or by post to the Office or such other place within the United Kingdom as may be specified by or on behalf of the Company for that purpose
  - (i) in the notice convening the meeting, or
  - (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

- (b) if in electronic form, be received at any address to which the appointment of a proxy may be sent by electronic means pursuant to a provision in the Companies Acts or to any other address specified by or on behalf of the Company for the purpose of receiving the appointment of a proxy in electronic form
  - (i) in the notice convening the meeting,
  - (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting, or
  - (iii) in any invitation to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

- (c) in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- (d) if in hard copy form, where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director,

and any proxy appointment which is not delivered or received in a manner so permitted shall be invalid. In calculating the periods mentioned in this Article the Directors may specify, in any case, that no account shall be taken of any part of a day that is not a working day

- 22** The proxy appointment shall, unless the contrary is stated thereon, be valid for any adjournment of the meeting as well as for the meeting to which it relates. Provided that a proxy appointment relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates
- 23** A proxy appointment shall be deemed to entitle the proxy to exercise all or any of the appointing members' rights to attend and to speak and vote at a meeting of the Company
- 24** A proxy or duly authorised representative of a corporation shall count in deciding whether there is a quorum at a meeting, and a vote cast or demand for a poll made by such a person shall not be invalidated by the previous death or insanity of the member or by the revocation of the appointment of the proxy or of the authority under which the appointment was made unless written notice of such death, insanity or revocation shall have been received by the Company at least one hour before the commencement of 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
- 25** Such notice of death, insanity or revocation shall be either in hard copy form delivered to the office or such other place within the United Kingdom as may be specified by or on



behalf of the Company in accordance with Article 21(a) or in electronic form received at the address (if any) specified by the Company in accordance with Article 21(b), regardless of whether any relevant appointment was effected in hard copy form or in electronic form

#### **CORPORATIONS ACTING BY REPRESENTATIVES**

- 26** Any corporation which is a member may by resolution of its directors or other governing body authorise such person or persons as it thinks fit to act as its representative or representatives at any members' meeting. Such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat. A Director, the Secretary or other person authorised for the purpose by the Secretary may require any such representative to provide a certified copy of the resolution of authorisation or other authority before permitting such person to act as representative at the relevant members' meeting.

#### **DIRECTORS**

##### **27 Number of Directors**

27 1 The maximum number of Directors shall be nine of whom

- (a) one individual, shall be appointed by the sole member, pursuant to Article 28, as the Chief Executive,
- (b) up to two individuals, to be nominated by the Board from time to time (subject to approval in each case by the sole member), shall be appointed, pursuant to Article 28, as Independent Directors, and
- (c) up to six individuals, shall be appointed by the sole member, pursuant to Article 28, as additional Directors.

Without prejudice to the power of the Board to nominate up to two Independent Directors under Article 27 1(b), an individual nominated by the sole member under Article 27 1(c) may be an Executive Director, Independent Director or otherwise.

27 2 Subject to the Articles, it shall be the responsibility of the Board to satisfy itself and determine whether an individual is suitable to be appointed as an Independent Director.

27 3 For the purposes of the Board's determination under Article 27 2 and subject to Article 27 4, an individual who has a current connection with the business or businesses of the Company or the Exchange shall be presumed not to be suitable to be appointed as an Independent Director.

27 4 The presumption in Article 27 3 shall not necessarily apply in cases where an individual's connection with the Company or the Exchange arises solely by virtue of his role as an independent non-executive director of any member of the HKEx Group.

##### **28 Appointment of Directors**

Subject to Article 27 1, any person who is willing to act as a Director, and is permitted by law and these Articles to do so, may be appointed to be a Director by

- (a) Ordinary Resolution,
- (b) in the case of Article 27 1(b), a decision of the Directors, or

- (c) notice in writing given by the sole member and signed on its behalf (such appointment to take effect when it is lodged at the Office or produced at any Directors' meeting)
- 29** The ordinary remuneration of the Directors shall not exceed in aggregate such sum as may from time to time be determined by the Board and shall be divisible among those Directors as the Board may determine
- 30** Any
- (a) Executive Director who performs an executive function in relation to the Company, or
  - (b) Director who
    - (i) serves as Chairman or Deputy Chairman,
    - (ii) serves on any committee of the Directors, or
    - (iii) otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director,
- may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine
- 31** The Directors may repay to any Director all such reasonable expenses as such Director may incur in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise in connection with the business of the Company
- 32** The Directors shall have power to pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director and for the purpose of providing any such gratuities, pensions or other benefits to contribute to any scheme or fund or to pay premiums

#### **TERMINATION OF DIRECTOR'S APPOINTMENT**

- 33** A person ceases to be a Director as soon as
- (a) that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a director by law,
  - (b) in the case of any Executive Director (including, without limitation, in the case of the Chief Executive), that Executive Director's contract of employment is terminated or such Executive Director otherwise ceases to be an employee of the Company or another member of the HKEx Group, in each case for any reason,
  - (c) a bankruptcy order is made against that person,
  - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts,
  - (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months,

- (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
  - (g) notification in writing is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms, or
  - (h) that person receives notice signed by a majority of the other Directors stating that that person should cease to be a Director
- 34** Without prejudice to Article 33, the sole member may at any time remove any person as a Director by notice in writing given by the sole member and signed on its behalf (such removal to take effect when it is lodged at the Office or produced at any Directors' meeting)

#### **MEETINGS AND PROCEEDINGS OF DIRECTORS**

- 35** Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors by giving notice of the meeting to each Director. Any Director may waive notice of any meeting and any such waiver may be retroactive.
- 36** Unless and until otherwise determined by the Directors, the quorum necessary for the transaction of the business of the Directors shall be five, of whom, while any Independent Director is in office, at least one shall be an Independent Director. Save as provided below, a meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
- 37** Any decision of the Directors must be either a majority decision or a decision unanimous of all those Directors entitled to vote on a relevant matter.
- 38** Without prejudice to Article 35, a person entitled to be present at a meeting of the Directors or of a committee of the Directors shall be deemed to be present for all purposes if such Director is able (directly or by telephonic or other communication) to speak to and be heard by all those present or deemed to be present simultaneously. A Director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no Director is present in that place) where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. The word "meeting" in these Articles shall be construed accordingly.
- 39** Save as otherwise provided in these Articles, a Director shall not vote in respect of any contract which is to be entered into by the Company in which such Director has any interest which is, to that Director's knowledge, material. A Director shall not be counted in the quorum at a meeting in relation to any such resolution on which such Director is debarred from voting.
- 40** Subject to the provisions of the Act, a Director shall (in the absence of some other interest which is to that Director's knowledge material, other than is indicated below) be entitled to participate in a meeting of the Directors, be counted in the quorum and vote in respect of any resolution concerning any of the following matters, namely

- (a) the giving of any security or indemnity to such Director in respect of money lent or obligations incurred by such Director at the request of or for the benefit of the Company or any of its subsidiary undertakings,
  - (b) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which that Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security,
  - (c) any contract which may be or is to be entered into by the Company with any other company in which such Director is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that such Director (together with persons connected with such Director within the meaning of Section 252 of the Act) does not (to that Director's knowledge) have an interest (as that term is used in Sections 820 to 825 of the Act) in one per cent or more of the issued shares of any class of such company (or of any third company through which that Director's interest is derived) or of the voting rights available to members of the relevant company,
  - (d) any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme or Employees' Share Scheme under which such Director may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes,
  - (e) any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any of the Directors of the Company or for persons who include Directors of the Company, and
  - (f) any other matter in which such Director has an interest other than a contract which may be or is to be entered into by the Company
- 41** If a Director has an interest in any matter of a nature referred to in Article 40, such Director shall disclose the fact that such interest exists to the first meeting of the Directors at which that Director is aware of such interest and at which the relevant matter is discussed
- 42** Any Director shall be entitled at any time to question the entitlement of any other Director to vote on any particular matter and if such question is not resolved by the latter voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting (or, if the question arises as to the entitlement of the chairman to vote, any two Directors who have no interest in the matter) and the Chairman's or the Directors' ruling in relation to any other Director shall be final and conclusive
- 43** The Company may by Ordinary Resolution suspend or relax the provisions of this and/or the preceding Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article
- 44** If no Chairman or Deputy Chairman shall have been appointed or if at any meeting of the Directors no Chairman or Deputy Chairman shall be present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting

**45** A resolution in writing agreed to by all the Directors entitled to vote on the relevant matter shall be as valid and effectual as a resolution duly passed at a meeting of the Directors For this purpose

- (a) a Director signifies his agreement to a proposed written resolution when the Company receives from such Director a document indicating his agreement to the resolution authenticated in the manner permitted by the Act for a document in the relevant form, and
- (b) the Director may send the document in hard copy form or in electronic form to such address (if any) for the time being specified by the Company for that purpose, or in default of such specification to the Office

#### **COMMITTEES OF DIRECTORS**

**46** The Directors may delegate any of their powers or discretions to committees consisting of one or more Directors and/or one or more other persons Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors Any such regulations, or any resolution of the Directors, may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee

**47** The meetings and proceedings of any such committee consisting of two or more members 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 regulations made by the Directors under Article 46

#### **DEALINGS BY THIRD PARTIES WITH THE COMPANY**

**48** All acts done by any meeting of Directors, or of any such committee, or by any person acting as a Director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, 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, 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

#### **BORROWING POWERS**

**49** Subject to the provisions of the Act, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party

#### **GENERAL POWERS OF DIRECTORS**

**50** Subject to the Articles, the business and affairs of the Company shall be managed by the Directors, for which purpose they may exercise all powers of the Company

**51** The sole member of the Company may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action, but no such Special Resolution invalidates anything which the Directors have done before the passing of that resolution

**52** The purpose of the Company

- (a) may, if and to the extent that the Directors consider it appropriate, and
  - (b) shall, if directed by the sole member by notice in writing to the Company, include promoting the success of the group as a whole or of any one or more members of the HKEx Group, provided that this Article shall not be construed to override any duties of the Directors under applicable law or regulations
- 53** In the exercise of a Director's duties, a Director shall not be restricted by any duty of confidentiality to the Company from providing information regarding the Company to a holding company of the Company within the HKEx Group but a Director who is also a director of any holding company of the Company shall owe a strict duty of confidentiality to that holding company in relation to confidential information of the holding company
- 54** The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in such attorney
- 55** All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine

#### **DIRECTORS' INTERESTS**

- 56** For the purposes of section 175 of the Act, the Directors may authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of duty by a Director under that section, including, without limitation, any matter which relates to a situation in which a Director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the Company Any such authorisation will be effective only if
- (a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the Director in question or any other interested Director, and
  - (b) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted
- 57** The Directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they expressly impose but such authorisation is otherwise given to the fullest extent permitted The Directors may vary or terminate any such authorisation at any time
- 58** For the purposes of the Articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests

- 59** Provided that a Director has disclosed to the Directors the nature and extent of his interest (unless the circumstances referred to in section 177(5) or section 177(6) of the Act apply, in which case no such disclosure is required), that Director notwithstanding his office
- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
  - (b) may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate,
    - (i) in which the Company is otherwise (directly or indirectly) interested,
    - (ii) which is the parent undertaking of the Company or a subsidiary undertaking of any parent undertaking of the Company, or
    - (iii) with which such Director has such a relationship at the request or direction of the Company or any parent undertaking of the Company or a subsidiary of any parent undertaking of the Company, and
  - (c) may (or any firm of which such Director is a partner, employee or member may) act in a professional capacity for the Company (other than as Auditor) and that Director or that Director's firm shall be entitled to remuneration for professional services as if that Director were not a Director
- 60** A Director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which such Director derives from any contract, transaction or arrangement or from any office or employment or from any interest in any body corporate
- (a) the acceptance, entry into or existence of which has been approved by the Board pursuant to Article 56 (subject, in any such case, to any limits or conditions to which such approval was subject), or
  - (b) which such Director is permitted to hold or enter into by virtue of paragraph (a), (b) or (c) of Article 59
- nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act
- 61** Any disclosure required by Article 59 may be made at a meeting of the Board, by notice in writing or by general notice or otherwise in accordance with section 177 of the Act
- 62** A Director shall be under no duty to the Company with respect to any information which such Director obtains or has obtained otherwise than as a Director of the Company and in respect of which such Director owes a duty of confidentiality to another person. However, to the extent that such Director's relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Directors pursuant to Article 56. In particular, the Director shall not be in breach of the general duties such Director owes to the Company by virtue of sections 171 to 177 of the Act because such Director fails
- (a) to disclose any such information to the Directors or to any Director or other officer or employee of the Company, and/or
  - (b) to use or apply any such information in performing his duties as a Director of the Company

- 63** Where the existence of a Director's relationship with another person has been approved by the Directors pursuant to Article 56 and that Director's relationship with that person gives rise to a conflict of interest or possible conflict of interest, the Director shall not be in breach of the general duties such Director owes to the Company by virtue of sections 171 to 177 of the Act because he
- (a) absents himself from meetings of the Directors at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise, and/or
  - (b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,
- for so long as such Director reasonably believes such conflict of interest or possible conflict of interest subsists
- 64** The provisions of Articles 62 and 63 are without prejudice to any equitable principle or rule of law which may excuse the Director from
- (a) disclosing information, in circumstances where disclosure would otherwise be required under these Articles, or
  - (b) attending meetings or discussions or receiving documents and information as referred to in Article 63, in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles

#### **CHAIRMAN, DEPUTY CHAIRMAN, CHIEF EXECUTIVE AND OTHER EXECUTIVE OFFICERS**

- 65** The Directors shall appoint a Chairman and may appoint a Deputy Chairman and determine the period for which each is to hold office
- 66** Subject to Article 27 1 , the Directors may from time to time appoint individuals to be the holders of any executive office (other than Chief Executive) on such terms and for such period as they may (subject to the provisions of the Companies Acts) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke any such appointment
- 67** The appointment of any person to the office of Chief Executive shall automatically terminate if the Chief Executive ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between the Chief Executive and the Company
- 68** The appointment of any Director to any other executive office shall not automatically terminate if such Director ceases from any cause to be a Director, unless the contract or resolution under which such Director holds office shall expressly state otherwise, in which event such termination shall be without prejudice to any claim for damages for breach of any contract of service between such Director and the Company
- 69** The Directors may entrust to and confer upon the Chief Executive or the holder of any other executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers



## **REGULATION OF THE EXCHANGE**

- 70** The Directors may from time to time make, alter and carry out such Rules as they may think fit with respect to the rights, duties and obligations of Exchange Members and grant waivers of such rules in such circumstances as they may think fit and shall generally on behalf of the Exchange Members regulate and control the Company and the business conducted thereat

## **SECRETARY**

- 71** The Directors may decide from time to time whether the Company should have a secretary and, if they so decide, the Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between the Secretary and the Company. If thought fit two or more persons may be appointed as Joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit one or more Assistant Secretaries

## **THE SEAL**

- 72** The Directors shall provide for the safe custody of the Seal and it shall not be used without the authority of the Directors or of a committee authorised by the Directors in that behalf
- 73** Every document to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors save that as regards any certificates for debentures or other securities of the Company the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature
- 74** Any document signed in accordance with section 44(2) of the Act and expressed to be executed by the Company shall have the effect as if executed under the Seal provided that no document which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Directors or of a committee authorised by the Directors in that behalf

## **AUTHENTICATION OF DOCUMENTS**

- 75** Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts (in each case, whether in hard copy form or electronic copy form), and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting (in each case, whether in hard copy form or electronic form), of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting

## **RESERVES**

- 76** The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Act.

## **DIVIDENDS**

- 77** Subject to the provisions of the Act, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
- 78** Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution.
- 79** All dividends shall be declared and paid equally among the members of the Company as may from time to time be in existence.
- 80** A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 81** Any dividend or other moneys payable to a member may be paid
- (a) by cheque sent by post to the registered address of the person entitled or to such person and to such address as the person entitled may in writing direct, or
  - (b) in such other manner as may be determined from time to time by the Directors.
- Every cheque shall be made payable to the order of the person entitled or to such other person as the person entitled may in writing direct and payment of the cheque shall be a good discharge to the Company.
- 82** No dividend or other moneys payable on or in respect of membership of the Company shall bear interest against the Company.
- 83** Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

## **AUDITORS**

- 84** Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that such Auditor was at the time of his appointment not qualified for appointment or subsequently became disqualified.

- 85** An Auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns the Auditor

#### **NOTICES**

- 86** Any notice to be sent to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing

- 87** Subject to Article 86 and unless otherwise provided by these Articles, the Company shall send or supply a document or information that is required or authorised to be sent or supplied to a member or any other person by the Company by a provision of the Companies Acts or pursuant to these Articles or to any other rules or regulations to which the Company may be subject in such form and by such means as it may in its absolute discretion determine provided that the provisions of the Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts shall, the necessary changes having been made, also apply to sending or supplying any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject

- 88** Subject to Article 86 and unless otherwise provided by these Articles, a member shall send a document or information pursuant to these Articles to the Company in such form and by such means as it may in its absolute discretion determine provided that

- (a) the determined form and means are permitted by the Companies Acts for the purpose of sending or supplying a document or information of that type to a Company pursuant to a provision of the Companies Acts, and
- (b) unless the Directors otherwise permit, any applicable condition or limitation specified in the Companies Acts, including without limitation as to the address to which the document or information may be sent, is satisfied

Unless otherwise provided by these Articles or required by the Directors, such document or information shall be authenticated in the manner specified by the Companies Acts for authentication of a document or information sent in the relevant form

- 89** The Directors may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic means for the sending of notices, other documents and proxy appointments by the Company to members and by members to the Company

- 90** Proof that a document or information sent in hard copy form was properly addressed, prepaid and posted shall be conclusive evidence that the document or information was sent. A document or information sent by the Company to a member by post shall be deemed to have been received

- (a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that country, on the day following that on which the document or information was posted,
- (b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside the

country (including without limitation an address in the United Kingdom), on the third day following that on which the document or information was posted,

- (c) in any case, on the third day following that on which the document or information was posted
- 91** Subject to the Companies Acts, if at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in at least two leading daily newspapers with appropriate circulation and such notice shall be deemed to have been sent to all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices again becomes practicable.
- 92** Proof that a document or information sent or supplied by electronic means was properly addressed shall be conclusive evidence that the document or information was sent or supplied. A document or information sent or supplied by the Company to a member by electronic means shall be deemed to have been received by the member on the day on which the document or information was sent to the member. Such document or information shall be deemed received by the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends a hard copy of such document or information by post to the member.
- 93** A document or information sent or supplied by the Company to a member by means of a website shall be deemed to have been received by the member
- (a) when the document or information was first made available on the website, or
  - (b) if later, when the member is deemed by Article 90 or 92 to have received notice of the fact that the document or information was available on the website. Such a document or information shall be deemed received by the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the Company subsequently sends a hard copy of such document or information by post to the member.
- 94** The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.
- 95** A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called.

#### **WINDING UP**

- 96** The Directors shall have power in the name and on behalf of the Company to present a petition to the Court for the Company to be wound up.

#### **INDEMNITY**

- 97** Subject to the provisions of and so far as may be consistent with the Act, every Director, Secretary or other officer of the Company and, without limiting the foregoing, member of a

Committee constituted under Article 46 hereof (in each case other than any person (whether an officer or not) engaged by the Company as an auditor), shall be entitled to be indemnified by the Company out of its own assets against all liabilities incurred by such person for negligence, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitles any person to, indemnification to the extent it would cause this Article, or any element of it, to be treated as void under the Act

- 98** Without prejudice to the provisions of Article 97, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company and, without limiting the foregoing, members of Committees constituted under Article 46 hereof, or of any other company in which the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any other such company or subsidiary are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any other such company, subsidiary or pension fund