«[#setting»TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT 2004

**AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION**

**OF**

«${AGREEMENT.P1FINANCINGBODY[»a company limited by shares

(Adopted by a Resolution of Shareholders dated [ ] and filed on [ ])

1. **DEFINITIONS AND INTERPRETATION**
   1. In this Memorandum of Association and the attached Articles of Association, if not inconsistent with the subject or context:

“**Act**” means the BVI Business Companies Act, 2004 (No. 16 of 2004) and includes the regulations made under the Act.

“**Additional Ordinary Shares**” means all Ordinary Shares issued by the Company; provided that the term “Additional Ordinary Shares” does not include (i) Ordinary Shares issued upon conversion of Series A Preferred Shares; (ii) Employee Securities; (iii) (c) any securities issued in connection with any share split, share dividend or other similar event in which all shareholders are entitled to participate on a pro rata basis; (iv) any securities issued pursuant to a Qualified IPO (as defined in the Shareholders Agreement); (v) any securities issued or issuable pursuant to an acquisition of another corporation or a joint venture agreement; and (vi) any securities issued upon the exercise, conversion or exchange of any outstanding securities issued before the adoption of this Memorandum and Articles of Association.

“**Articles**” means the attached Amended and Restated Articles of Association of the Company.

“**Board of Directors”** or **“Board”** means the Board of Directors of the Company.

“**Chairman of the Board**” has the meaning specified in Regulation 12 of the Articles.

“**Conversion Price**” has the meaning specified in Section 4 of Schedule A hereto.

“**Conversion Share**” has the meaning specified in Section 4(c) of Schedule A hereto.

**“Director**” means a member of the Board of Directors.

“**Distribution**” in relation to a distribution by the Company to a shareholder means the direct or indirect transfer of an asset, other than Shares, to or for the benefit of the Shareholder, or the incurring of a debt to or for the benefit of a Shareholder, in relation to Shares held by a Shareholder, and whether by means of a purchase of an asset, the purchase, redemption or other acquisition of Shares, a distribution of indebtedness or otherwise, and includes a dividend.

“**Effective Conversion Price**” With respect to any Ordinary Share Equivalents at a given time, an amount equal to the quotient of (i) the sum of any consideration, if any, received by the Company with respect to the issuance of such Ordinary Share Equivalents and the lowest aggregate consideration receivable by the Company, if any, upon the exercise, exchange or conversion of the Ordinary Share Equivalents over (ii) the number of Ordinary Shares issuable upon the exercise, conversion or exchange of the Ordinary Share Equivalents.

“**Eligible Person**” means individuals, corporations, trusts, the estates of deceased individuals, partnerships and unincorporated associations of persons.

“**Employee Securities**” Any Ordinary Shares and any options to purchase Ordinary Shares issued or issuable to employees, consultants, officers or directors of the Company pursuant to any stock option, share purchase, share bonus or other equity incentive plans, agreements or arrangements of the Company.

“**Group Company**” means each of the Company, the WFOE, the PRC Affiliate«[#if»s«[/#if]», and any other direct or indirect Subsidiary of a Group Company.

“**HK Co**.” «[#if»as defined in the Purchase Agreement«[#else]»means «${agreement.p1HongKongCompany[», a company organized and existing under the laws of Hong Kong«[/#if]».

**“Investor«[#if»s«[/#if]»”** means «[#list»«${inve.investorName}»«[#if» (the “**«${inve.investorNameAbbr}»**”)«[/#if]»«[#if» and «[#else]».«[/#if]»«[/#list]»«[#if»

“**Investor Director«[#if»s«[/#if]»**” has the meaning specified in Regulation 8.2(a) of the Articles.«[/#if]»

**“Founder«[#if»s«[/#if]»”** means «[#list»[«${founder.founderName}»], a [«${founder.nationality}»] citizen with[«${founder.founderIdType}» of «${founder.founderId}»]«[#if», «[#elseif» and «[/#if]»«[/#list]».

“**Memorandum**” means this Amended and Restated Memorandum of Association of the Company.

“**Ordinary Director**” has the meaning specified in Regulation 8.2(b) of the Articles.

“**Ordinary Share Equivalents**” means warrants, options and rights exercisable for Ordinary Shares or Securities convertible into or exchangeable for Ordinary Shares, including, without limitation, the Preferred Shares.

“**Ordinary Shares**” means the Company’s Ordinary Shares with a par value of US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, together with the other rights attaching thereto under these Memorandum and Articles.

“**Person**” means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

“**PRC**” means the People’s Republic of China, but solely for the purposes of this Memorandum and the Articles, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

“**PRC Affiliate«[#if»s«[/#if]»**” means «[#if»«${agreement.p1ContractorDomesticList[0][» («${agreement.p1ContractorDomesticList[0][»), a limited liability company organized and existing under the laws of the PRC.«[#else]»«[#list»«${dome[» («${dome[»), a limited liability company organized and existing under the laws of PRC (the “**«${dome[»**”)«[#if»; «[/#if]»«[/#list]».«[/#if]»

“**Preferred Majority**” means the holders of more than [«${agreement.p2Vomi[»%] of the then outstanding Preferred Shares.

“**Preferred Shares**” means preferred shares with the par value of US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] each in the capital of the Company.

**“Preferred Share Issue Price**” means the per share price of Preferred Share at which time such Preferred Shares were first issued, as adjusted for share dividends, splits, combinations, recapitalizations or similar events and are otherwise provided herein.

**“Preferred Share Preference Amount”** has the meaning specified in Section 2 of the Schedule A hereto.

“**Registrar**” means the Registrar of Corporate Affairs appointed under section 229 of the Act;

“**Resolution of Directors**” means either:

* + 1. 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 at least a majority of the directors present at the meeting who voted 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; or
    2. a resolution consented to in writing by all directors or by all members of a committee of directors of the Company, as the case may be.

“**Resolution of Shareholders**” means either:

* + 1. a resolution approved at a duly convened and constituted meeting of the Shareholders of the Company by the affirmative vote of a majority of in excess of 50% the votes of the Shares entitled to vote thereon which were present at the meeting and were voted; or
    2. a resolution consented to in writing by a majority of in excess of 50% the votes of Shares entitled to vote thereon.

“**Restricted Share Agreement**” means a Restricted Share Agreement entered into by and among the Company, the Investor«[#if»s«[/#if]», the Founder«[#if»s«[/#if]» and other parties thereto as of [ ].

“**Seal**” means any seal which has been duly adopted as the common seal of the Company.

“**Securities**” means Shares and debt obligations of every kind of the Company, and including without limitation options, warrants and rights to acquire shares or debt obligations.

“**Securities Act**” means the United States Securities Act of 1933, as amended.

“**Series A Conversion Price**” has the meaning specified in Section 4(d) of Schedule A hereto.

“**Series A Preferred Shares**” means the Company’s series A convertible preferred Shares with a par value of US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] per share, together with the other rights attaching thereto under this Memorandum and Articles.

“**Schedule A**” means Schedule A to the Memorandum.

“**Share**” means a share issued or to be issued by the Company and includes any Ordinary Share or Ordinary Share Equivalents of the Company.

“**Shareholder**” means an Eligible Person whose name is entered in the register of members of the Company as the holder of one or more Shares or fractional Shares.

“**Shareholders Agreement**” means a Shareholders Agreement entered into by and among the Company, the Investor«[#if»s«[/#if]», the Founder«[#if»s«[/#if]» and other parties thereto as of [ ].

“**Purchase Agreement**” means a Series A Preferred Share Purchase Agreement entered into by and among the Company, the Investor«[#if»s«[/#if]», the Founder«[#if»s«[/#if]» and other parties thereto as of [ ].

“**Subsidiary**” means, with respect to any specified Eligible Person, any Eligible Person of which the specified Eligible Person, directly or indirectly, owns more than fifty percent (50%) of the issued and outstanding authorized capital, share capital, voting interests or registered capital.

“**Treasury Share**” means a Share that was previously issued but was repurchased, redeemed or otherwise acquired by the Company and not cancelled.

“**WFOE**” «[#if»as defined in the Purchase Agreement«[#else]»means «${agreement.p1WfoeAndDomesticCompany[», a wholly foreign-owned enterprise established under the laws of the People’s Republic of China«[/#if]».

“**Written**” or any term of like import includes information generated, sent, received or stored by electronic, electrical, digital, magnetic, optical, electromagnetic, biometric or photonic means, including electronic data interchange, electronic mail, telegram, telex or telecopy, and “in writing” shall be construed accordingly.

* 1. In the Memorandum and the Articles, unless the context otherwise requires a reference to:
     1. a “**Regulation**” is a reference to a regulation of the Articles;
     2. a “**Clause**” is a reference to a clause of the Memorandum;
     3. voting by Shareholders is a reference to the casting of the votes attached to the Shares held by the Shareholder voting;
     4. the Act, the Memorandum or the Articles is a reference to the Act or those documents as amended or, in the case of the Act, any re-enactment thereof; and
     5. the singular includes the plural and vice versa.
  2. Any words or expressions defined in the Act unless the context otherwise requires bear the same meaning in the Memorandum and the Articles unless otherwise defined herein.
  3. Headings are inserted for convenience only and shall be disregarded in interpreting the Memorandum and the Articles.

1. **NAME**

The name of the Company is «${agreement.p1FinancingBody[».

1. **STATUS**

The Company is a company limited by shares.

1. **REGISTERED OFFICE AND REGISTERED AGENT**
   1. The first registered office of the Company is at «${agreement.p1FinancingBody[», the office of the first registered agent.
   2. The first registered agent of the Company is Offshore Incorporations Limited of «${agreement.p1FinancingBody[».
   3. The Company may by Resolution of Shareholders or by Resolution of Directors change the location of its registered office or change its registered agent.
   4. Any change of registered office or registered agent will take effect on the registration by the Registrar of a notice of the change filed by the existing registered agent or a legal practitioner in the British Virgin Islands acting on behalf of the Company.
2. **CAPACITY AND POWERS**
   1. Subject to the Act and any other British Virgin Islands legislation, the Company has, irrespective of corporate benefit:
      1. full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
      2. for the purposes of paragraph (a), full rights, powers and privileges.
   2. For the purposes of section 9(4) of the Act, there are no limitations on the business that the Company may carry on.
3. **AUTHORISED SHARES**
   1. The Company is authorised to issue a maximum of [«[#if»«${agreement[»«[#else]»«${agreement[»«[/#if]»] shares of US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] each comprised of [«${agreement.p1FinancingBody[»] Ordinary Shares with a par value of US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] each, and [«${agreement.offshoreTotalObj.investorSharesNumber}»] Preferred Shares with a par value of US$[«[#if»«#{agreement[»«[#else]»«#{agreement[»«[/#if]»] each, all of which will be designated Series A Preferred Shares.
   2. The shares in the Company shall be issued in the currency of the United States of America.
   3. Subject to the provisions of Schedule A of this Memorandum and the other rights attaching to the Preferred Shares in these Memorandum and Articles, each Ordinary Share in the Company confers on the holder:
      1. the right to one vote at a meeting of the members of the Company or on any resolution of the members of the Company;
      2. the right to an equal share in any dividend paid by the Company in accordance with the Act; and
      3. the right to an equal share in the distribution of the surplus assets of the Company.
   4. Each Ordinary Share in the Company shall be junior and subordinate to the rights of the Preferred Shares pursuant to these Memorandum and Articles.
   5. In addition to any other rights attaching to the Preferred Shares, each Series A Preferred Share in the Company confers on the holder the rights set out in Schedule A attached hereto. For the sake of clarity, Schedule A forms part of the Memorandum. In the event of any conflict between the conditions in the Memorandum and Schedule A, Schedule A shall prevail.
4. **VARIATION OF RIGHTS**

Subject to otherwise provided in this Memorandum and the Articles, if at any time the Shares are divided into different classes, the rights attached to any class may only be varied, whether or not the Company is in liquidation, with the consent in writing of or by a resolution passed at a meeting by the holder of not less than 50% of the issued shares in that class.

1. **RIGHTS NOT VARIED BY THE ISSUE OF SHARES PARI PASSU**

The rights conferred upon the holders of the Shares of any class issued with preference 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.

1. **REGISTERED SHARES**
   1. The Company shall issue registered shares only.
   2. The Company is not authorised to issue bearer shares, convert registered shares to bearer shares or exchange registered shares for bearer shares.
2. **TRANSFER OF SHARES**
   1. Subject to otherwise provided in this Memorandum and the Articles and the Shareholders Agreement, and the Restricted Share Agreement, the Company shall, on receipt of an instrument of transfer complying with Regulations 6.1 of the Articles and any agreements relating to the transfer of Shares to which the Company is a party, enter the name of the transferee of a Share in the register of members unless the directors resolve to refuse or delay the registration of the transfer for reasons that shall be specified in a Resolution of Directors.
   2. Subject to otherwise provided in this Memorandum and the Articles and the Shareholders Agreement and the Restricted Share Agreement, the directors may not resolve to refuse or delay the transfer of a Share unless the Shareholder has failed to pay an amount due in respect of the Share.
3. **AMENDMENT OF THE MEMORANDUM AND THE ARTICLES**
   1. Subject to Clause 7 of this Memorandum and Section 5 of Schedule A attached hereto, the Company may amend the Memorandum or the Articles by Resolution of Shareholders or by Resolution of Directors, save that no amendment may be made by Resolution of Directors:
      1. to restrict the rights or powers of the Shareholders to amend the Memorandum or the Articles;
      2. to change the percentage of Shareholders required to pass a Resolution of Shareholders to amend the Memorandum or the Articles;
      3. in circumstances where the Memorandum or Articles cannot be amended by the Shareholders; or
      4. to Clauses 6, 7, 8 and this Clause 11.
   2. Any amendment of the Memorandum or the Articles will take effect on the registration by the Registrar of a notice of amendment, or restated Memorandum and Articles, filed by the registered agent.

**SCHEDULE A**

The holders of Preferred Shares shall, in addition to any other rights conferred on them under these Memorandum and Articles have the following rights:

1. Dividends

Subject to the provisions of the Act and the Articles (including but not limited to the other requirements of this Schedule A), the holders of Preferred Shares shall be entitled to receive, when and if declared by the Board, the dividends in preference to any dividend on the Ordinary Shares or other securities of the Company. No dividends, whether in cash, in property or in shares of the capital of the Company, shall be declared or paid on the Ordinary Shares or other securities, unless and until a dividend in like amount is first declared and paid in full on each outstanding Preferred Share (on an as-if-converted basis).«[#if»

1. Liquidation Preference

In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Preferred Shares shall be entitled to receive, prior to any distribution to the holders of the Ordinary Shares or any other class or series of shares then outstanding, an amount per Preferred Share equal to (i) [«${agreement.p2Lp[»%] of the Preferred Share Issue Price, plus (ii) all accrued or declared but unpaid dividends thereon (including the Preferred Share Issue Price, the “**Preferred Share Preference Amount**”), proportionately adjusted for share splits, share dividends, recapitalizations and the like. After the full Preferred Share Preference Amount on all outstanding Preferred Shares has been paid, any remaining funds or assets of the Company legally available for distribution to shareholders shall be distributed on a pro rata, pari passu basis among the holders of the Preferred Shares (on an as-converted basis), together with the holders of the Ordinary Shares. If the Company has insufficient assets to permit payment of the Preferred Share Preference Amount in full to all holders of Preferred Shares, then the assets of the Company shall be distributed ratably to the holders of the Preferred Shares in proportion to the full Preferred Share Preference Amount each such holder of Preferred Shares would otherwise be entitled to receive under this Section 2.

Any sale of shares or voting control, merger, consolidation or other similar transaction involving the Company in which its shareholders do not retain a majority of the voting power in the surviving entity, or a sale of all or substantially all the Company’s assets, or the exclusive licensing of substantially all of the Company’s intellectual property (the “**Liquidation Event**”), shall in each case be deemed a liquidation, dissolution or winding up of the Company, such that the provision of the first paragraph of Section 2 shall apply as if all consideration received by the Company and its shareholders in connection with such event were being distributed in a liquidation of the Company. If the requirements of this Section 2 are not complied with, the Company shall forthwith either (i) cause such closing to be postponed until such time as the requirements of this Section 2 have been complied with, or (ii) cancel such transaction. The holders of a majority of the outstanding Preferred Shares may by written consent, waive the treatment of the aforesaid transaction as a liquidation, dissolution or winding up of the Company.

Notwithstanding any other provision of this Section 2, the Company may at any time, out of funds legally available therefor and subject to compliance with applicable laws, repurchase Ordinary Shares of the Company issued to or held by employees, officers or consultants of the Company or its subsidiaries upon termination of their employment or services, pursuant to any bona fide agreement providing for such right of repurchase, whether or not dividends on the Preferred Shares shall have been declared.

In the event the Company proposes to distribute assets other than cash in connection with any liquidation, dissolution or winding up of the Company, the value of the assets to be distributed to the holders of Preferred Shares and Ordinary Shares shall be that as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board«[#if», which decision shall include the affirmative vote from the Investor Director«[#if»s«[/#if]»«[/#if]». Any securities not subject to investment letter or similar restrictions on free marketability shall be valued as follows:

1. If traded on a securities exchange, the value shall be deemed to be the average of the security’s closing prices on such exchange over the thirty (30) day ending one (1) day prior to the distribution;
2. If actively traded over‑the‑counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) days prior to the distribution; and
3. If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board.

The method of valuation of securities subject to restrictions on free marketability shall be adjusted to make an appropriate discount from the market value determined as above in Section 2(a), (b) or (c) to reflect the fair market value thereof as determined in good faith by the liquidator or, in the case of any proposed distribution in connection with a transaction which is a deemed liquidation hereunder, by the Board. The holders of at least fifty percent (50%) of the Preferred Shares, shall have the right to challenge any determination by the Board, as the case may be, of fair market value pursuant to this Section 2, in which case the determination of fair market value shall be made by an independent appraiser selected jointly by the liquidator or the Board, as the case may be, and the challenging parties, the cost of such appraisal to be borne equally by the Company and the challenging party.

The provisions under this this Section 2 shall be terminated upon the occurrence of a Qualified Initial Public Offering.«[/#if]»

1. Voting Rights

Subject to the provisions of the Memorandum and the Articles, at all general meetings of the Company: (i) the holder of each Ordinary Share issued and outstanding shall have one (1) vote in respect of each Ordinary Share held, and (ii) the holder of each Preferred Share shall be entitled to such number of votes as equals to the whole number of Ordinary Shares into which such holder’s collective Preferred Shares are convertible immediately after the close of business on the record date of the determination of the Company’s shareholders entitled to vote or, if no such record date is established, at the date such vote is taken or any written consent of the Company’s shareholders is first solicited. Subject to provisions to the contrary elsewhere in this Memorandum and the Articles, or as required by the Act and other applicable laws, the holders of the Preferred Shares shall vote together with the holders of Ordinary Shares, and not as a separate class or series.«[#if»

1. Conversion Rights

The holders of the Preferred Shares shall have the following rights described below with respect to the conversion of the Preferred Shares into Ordinary Shares. The number of Ordinary Shares to which a holder shall be entitled upon conversion of any Preferred Share shall be the quotient of the Preferred Share Issue Price divided by the then-effective Series A Conversion Price. For the avoidance of doubt, the initial conversion ratio for Preferred Shares to Ordinary Shares shall be 1:1, subject to adjustments based on adjustments of the Series A Conversion Price (the “**Conversion Price**”), as set forth below:

1. Optional Conversion.
   * + 1. Subject to and in compliance with the provisions of this Section 4 (a), any Preferred Share may, at the option of the holder, be converted at any time into fully-paid and nonassessable Ordinary Shares based on the then-effective Conversion Price.
       2. The holder of any Preferred Shares who desires to convert such shares into Ordinary Shares shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any registered agent for the Preferred Shares, and shall give written notice to the Company at such office that such holder has elected to convert such shares. Such notice shall state the number of Preferred Shares being converted. Thereupon, the Company shall promptly update the register of members, and issue and deliver to such holder at such office a certificate or certificates for the number of Ordinary Shares to which the holder is entitled. No fractional Ordinary Shares shall be issued upon conversion of the Preferred Shares, and the number of Ordinary Shares to be so issued to a holder of converting Preferred Shares (after aggregating all fractional Ordinary Shares that would be issued to such holder) shall be rounded to the nearest whole share (with one-half being rounded upward). Such conversion shall be deemed to have been made at the close of business on the date of the surrender of the certificates representing the Preferred Shares to be converted, and the person entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder of such Ordinary Shares on such date.
2. Automatic Conversion.
   * + 1. Without any action being required by the holder of such share and whether or not the certificates representing such share are surrendered to the Company or its transfer agent, each Preferred Share shall automatically be converted, based on the then-effective Conversion Price, into Ordinary Shares upon the earlier of (i) the closing of a Qualified IPO (as defined in the Shareholders Agreement) or (ii) the vote or written consent of the holders of more than 50% of the then outstanding Preferred Shares (voting together as a single class).
       2. The Company shall not be obligated to issue certificates for any Ordinary Shares issuable upon the automatic conversion of any Preferred Shares unless the certificate or certificates evidencing such Preferred Shares is either delivered as provided below to the Company or any transfer agent for the Preferred Shares, or the holder notifies the Company or its transfer agent that such certificate has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificate. The Company shall, as soon as practicable after receipt of certificates for Preferred Shares, or satisfactory agreement for indemnification in the case of a lost certificate, promptly issue and deliver at its office to the holder thereof a certificate or certificates for the number of Ordinary Shares to which the holder is entitled and update its register of members. No fractional Ordinary Shares shall be issued upon conversion of the Preferred Shares, and the number of Ordinary Shares to be so issued to a holder of converting Preferred Shares (after aggregating all fractional Ordinary Shares that would be issued to such holder) shall be rounded to the nearest whole share (with one-half being rounded upward). Any person entitled to receive Ordinary Shares issuable upon the automatic conversion of the Preferred Shares shall be treated for all purposes as the record holder of such Ordinary Shares on the date of such conversion.
3. Conversion Mechanism. The conversion hereunder of any Preferred Share (the “**Conversion Share**”) shall be effected in the following manner:
   * + 1. In the event of an Optional Conversion pursuant to Section 4(a), before any holder of Preferred Shares shall be entitled to convert the same into Ordinary Shares and to receive certificates therefor, the holder of Preferred Shares shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any registered agent for the Preferred Shares to be converted and shall give written notice to the Company at such office that the holder Preferred Shares elects to convert the same. The Company shall promptly update the register of members, and issue and deliver at such office to such holder of Preferred Shares a certificate or certificates for the number of Ordinary Shares to which the holder of Preferred Shares shall be entitled as aforesaid and a check payable to the holder of Preferred Shares in the amount of any cash amounts payable (if any) as the result of a conversion into fractional Ordinary Shares. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender the certificate or certificates representing the Preferred Shares to be converted, and the person or persons entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Ordinary Shares on such date.
       2. In the event of an Automatic Conversion pursuant to Section 4(b), all holders of Preferred Shares will be given at least ten (10) days’ prior written notice of the date fixed (which date shall in the case of a Qualified IPO (as defined in the Shareholders Agreement) be the latest practicable date immediately prior to the closing of a Qualified IPO (as defined in the Shareholders Agreement)) and the place designated for Automatic Conversion of all such Preferred Shares pursuant to this Section 4. Such notice shall be sent by overnight courier, postage prepaid, to each record holder of the Preferred Shares at such holder’s address appearing on the Register of Members. On or before the date fixed for conversion, each holder of Preferred Shares shall surrender his or its certificate or certificates for all such shares to the Company at the place designated in such notice, and shall promptly receive certificates for the number of Ordinary Shares to which such holder of Preferred Shares is entitled pursuant to this Section 4 and a cheque denominated in U.S. dollars payable to the holder of Preferred Shares in the amount of any cash amounts payable as a result of a conversion into fractional Ordinary Shares. On the date fixed for conversion, the Register of Members shall be updated to show that the converted Preferred Shares have been cancelled and all rights with respect to the Preferred Shares so converted have been terminate, except the rights of the holders of Preferred Shares thereof, upon surrender of the certificate or certificates therefor, to receive Ordinary Shares (which shall be recorded as issued to such holder in the Register of Members) and certificates for the number of Ordinary Shares into which such Preferred Shares have been converted and payment of any accrued but unpaid dividends thereon. All certificates evidencing Preferred Shares which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the date such certificates are so required to be surrendered, be deemed to have been retired and cancelled and the Preferred Shares represented thereby converted into Ordinary Shares for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date.
       3. The Directors of the Company may effect such conversion in any manner available under applicable law, including redeeming or repurchasing the relevant Preferred Shares and applying the proceeds thereof towards payment for the new Ordinary Shares. For purposes of the repurchase or redemption, the Directors may, only repurchase or redeem a share if they are satisfied that following such repurchase or redemption, the value of the Company’s assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.

No fractional Ordinary Share shall be issued upon conversion of the Preferred Shares. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the then effective Conversion Price.

1. Conversion Price. The “**Series A Conversion Price**” shall initially equal the Preferred Share Issue Price , and shall be adjusted from time to time as provided below provided that the Series A Conversion Price shall not be less than the par value of the ordinary shares into which the Preferred Shares are being converted:
   * + 1. Adjustment for Share Splits and Combinations. If the Company shall at any time, or from time to time, effect a subdivision of the outstanding Ordinary Shares, each of the Conversion Prices in effect immediately prior to such subdivision shall be proportionately decreased. Conversely, if the Company shall at any time, or from time to time, combine the outstanding Ordinary Shares into a smaller number of shares, each of the Conversion Prices in effect immediately prior to the combination shall be proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.
       2. Adjustment for Ordinary Share Dividends and Distributions. If the Company makes (or fixes a record date for the determination of holders of Ordinary Shares entitled to receive) a dividend or other distribution to the holders of Ordinary Shares payable in additional Ordinary Shares, each of the Conversion Prices then in effect shall be decreased as of the time of such issuance (or in the event such record date is fixed, as of the close of business on such record date) by multiplying such Conversion Price then in effect by a fraction (i) the numerator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Ordinary Shares issuable in payment of such dividend or distribution.
       3. Adjustments for Other Dividends. If the Company at any time, or from time to time, makes (or fixes a record date for the determination of holders of Ordinary Shares entitled to receive) a dividend or other distribution payable in securities of the Company other than Ordinary Shares or Ordinary Share Equivalents, then, and in each such event, provision shall be made so that, upon conversion of any Preferred Share thereafter, the holder thereof shall receive, in addition to the number of Ordinary Shares issuable thereon, the amount of securities of the Company which the holder of such share would have received had the Preferred Shares been converted into Ordinary Shares immediately prior to such event, all subject to further adjustment as provided herein.
       4. Reorganizations, Mergers, Consolidations, Reclassifications, Exchanges, Substitutions. If at any time, or from time to time, any capital reorganization or reclassification of the Ordinary Shares (other than as a result of a share dividend, subdivision, split or combination otherwise treated above) occurs or the Company is consolidated, merged or amalgamated with or into another Person (other than a consolidation, merger or amalgamation treated as a liquidation in Section 2), then in any such event, provision shall be made so that, upon conversion of any Preferred Share thereafter, the holder thereof shall receive the kind and amount of shares and other securities and property which the holder of such share would have received had the Preferred Shares been converted into Ordinary Shares on the date of such event, all subject to further adjustment as provided herein, or with respect to such other securities or property, in accordance with any terms applicable thereto.
       5. Sale of Shares below the Conversion Price.

(A) «[#if»If at any time, or from time to time, the Company shall issue or sell Additional Ordinary Shares (other than as a subdivision or combination of Ordinary Shares provided for in subsection (i) above and other than as a dividend or other distribution provided for in subsection (ii) above) for a consideration per share less than the then existing Series A Conversion Price, then, the Series A Conversion Price shall be reduced, concurrently with such issue, to a price equal to the per share consideration paid for the Additional Ordinary Shares.«[#else]»If at any time, or from time to time, the Company shall issue or sell Additional Ordinary Shares (other than as a subdivision or combination of Ordinary Shares provided for in subsection (i) above and other than as a dividend or other distribution provided for in subsection (ii) above) for a consideration per share less than the then existing Series A Conversion Price, then, the Series A Conversion Price shall be reduced, concurrently with such issue, to a price equal to a price per share (calculated to the nearest cent) determined in accordance with the following formula:

CP2 = CP1 × [(A + B) ÷ (A + C)]

For purposes of the foregoing formula, the following definitions shall apply:

“CP2” means the applicable Conversion Price in effect for such series of Preferred Shares immediately after such issue of Additional Ordinary Shares;

“CP1” means the applicable Conversion Price in effect for such series of Preferred Shares immediately prior to such issue of Additional Ordinary Shares;

“A” means the number of Ordinary Shares outstanding immediately prior to such issue of Additional Ordinary Shares, treating for this purpose as outstanding all Ordinary Shares (on an as-converted and fully-diluted basis) immediately prior to such issue;

“B” means the number of Ordinary Shares that would have been issued if such Additional Ordinary Shares had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP1); and

“C” means the number of such Additional Ordinary Shares issued in such transaction.«[/#if]»

(B) For the purpose of making any adjustment in a Conversion Price or number of Ordinary Shares issuable upon conversion of the Preferred Shares, as provided above:

(1) To the extent it consists of cash, the consideration received by the Company for any issue or sale of securities shall be computed at the net amount of cash received by the Company after deduction of any expenses payable directly or indirectly by the Company and any underwriting or similar commissions, compensations, discounts or concessions paid or allowed by the Company in connection with such issue or sale;

(2) To the extent it consists of property other than cash, consideration other than cash received by the Company for any issue or sale of securities shall be computed at the fair market value thereof, as determined in good faith by the Board of Directors«[#if» (including the Investor Director«[#if»s«[/#if]»)«[/#if]» as of the date of the adoption of the resolution specifically authorizing such issue or sale, irrespective of any accounting treatment of such property; and

(3) If Additional Ordinary Shares or Ordinary Share Equivalents exercisable, convertible or exchangeable for Additional Ordinary Shares are issued or sold together with other stock or securities or other assets of the Company for consideration which covers both, the consideration received for the Additional Ordinary Shares or Ordinary Share Equivalents shall be computed as that portion of the consideration received which is reasonably determined in good faith by the Board of Directors«[#if» (including the Investor Director«[#if»s«[/#if]»)«[/#if]» to be allocable to such Additional Ordinary Shares or Ordinary Share Equivalents.

(C) For the purpose of making any adjustment in a Conversion Price provided in this subsection (v), if at any time, or from time to time, the Company issues any Ordinary Share Equivalents exercisable, convertible or exchangeable for Additional Ordinary Shares and the Effective Conversion Price of such Ordinary Share Equivalents is less than a Conversion Price in effect immediately prior to such issuance, then, in each such case, at the time of such issuance the Company shall be deemed to have issued the maximum number of Additional Ordinary Shares issuable upon the exercise, conversion or exchange of such Ordinary Share Equivalents and to have received in consideration for each Additional Ordinary Share deemed issued an amount equal to the Effective Conversion Price.

(1) In the event of any increase in the number of Ordinary Shares deliverable or any reduction in consideration payable upon exercise, conversion or exchange of any Ordinary Share Equivalents where the resulting Effective Conversion Price is less than a Conversion Price at such date, including, but not limited to, a change resulting from the anti-dilution provisions thereof, such Conversion Price shall be recomputed to reflect such change as if, at the time of issue for such Ordinary Share Equivalent, such Effective Conversion Price applied.

(2) If any right to exercise, convert or exchange any Ordinary Share Equivalents shall expire without having been fully exercised, a Conversion Price as adjusted upon the issuance of such Ordinary Share Equivalents shall be readjusted to the Conversion Price which would have been in effect had such adjustment been made on the basis that (A) the only Additional Ordinary Shares to be issued on such Ordinary Share Equivalents were such Additional Ordinary Shares, if any, as were actually issued or sold in the exercise, conversion or exchange of any part of such Ordinary Share Equivalents prior to the expiration thereof and (B) such Additional Ordinary Shares, if any, were issued or sold for (x) the consideration actually received by the Company upon such exercise, conversion or exchange, plus (y) where the Ordinary Share Equivalents consist of options, warrants or rights to purchase Ordinary Shares, the consideration, if any, actually received by the Company for the grant of such Ordinary Share Equivalents, whether or not exercised, plus (z) where the Ordinary Share Equivalents consist of shares or securities convertible or exchangeable for Ordinary Shares, the consideration received for the issue or sale of Ordinary Share Equivalent actually converted.

(3) For any Ordinary Share Equivalent with respect to which a Conversion Price has been adjusted under this subsection (C), no further adjustment of such Conversion Price shall be made solely as a result of the actual issuance of Ordinary Shares upon the actual exercise or conversion of such Ordinary Share Equivalent.

* + - 1. Other Dilutive Events. In case any event shall occur as to which the other provisions of this Section 4 are not strictly applicable, but the failure to make any adjustment to a Conversion Price would not fairly protect the conversion rights of a series of Preferred Shares in accordance with the essential intent and principles hereof, then, in each such case, the Company, in good faith, shall determine the appropriate adjustment to be made, on a basis consistent with the essential intent and principles established in this Section 4, necessary to preserve, without dilution, the conversion rights of such series of Preferred Shares. If the holders of more than 50% of the then outstanding Preferred Shares of such series shall reasonably and in good faith disagree with such determination by the Company, then the Company shall appoint an internationally recognized investment banking firm, which shall give their opinion as to the appropriate adjustment, if any, on the basis described above. Upon receipt of such opinion, the Company will promptly mail a copy thereof to the holders of such series of Preferred Shares and shall make the adjustments described therein.
      2. Certificate of Adjustment. In the case of any adjustment or readjustment of a Conversion Price, the Company, at its sole expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of such series of Preferred Shares at the holder’s address as shown in the Company’s books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Ordinary Shares issued or sold or deemed to have been issued or sold, (ii) the number of Additional Ordinary Shares issued or sold or deemed to be issued or sold, (iii) the Conversion Price in effect before and after such adjustment or readjustment, and (iv) the number of Ordinary Shares and the type and amount, if any, of other property which would be received upon conversion of the Preferred Shares after such adjustment or readjustment.
      3. Notice of Record Date. In the event the Company shall propose to take any action of the type or types requiring an adjustment to a Conversion Price or the number or character of any Preferred Shares as set forth herein, the Company shall give notice to the holders of such Preferred Shares, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable upon the occurrence of such action or deliverable upon the conversion of such Preferred Shares. In the case of any action which would require the fixing of a record date, such notice shall be given at least twenty (20) days prior to the date so fixed, and in the case of all other actions, such notice shall be given at least thirty (30) days prior to the taking of such proposed action.
      4. Reservation of Shares Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued Ordinary Shares, solely for the purpose of effecting the conversion of the Preferred Shares, such number of its Ordinary Shares as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Shares. If at any time the number of authorized but unissued Ordinary Shares shall not be sufficient to effect the conversion of all then outstanding Preferred Shares, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Ordinary Shares to such number of shares as shall be sufficient for such purpose.
      5. Notices. Any notice required by the provisions of this Section 4 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.
      6. Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of Ordinary Shares upon conversion of Preferred Shares, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of Ordinary Shares in a name other than that in which the Preferred Share so converted were registered.«[/#if]»«[#if»

1. Protective Provisions«[#if»
   * 1. Shareholder Consent. Subject to the applicable laws, in addition to any other vote or consent required elsewhere in the Memorandum and the Articles or by Act, the following acts of the Company shall require the prior written approval of the Preferred Majority, or the written approval of more than fifty percent (50%) of votes of the directors of the Board«[#if» (including the approval of the vote(s) of the Investor Director«[#if»s«[/#if]»)«[/#if]», as the case maybe. For the purpose of this Article 5, the term “**Company**” means, the Company itself as well as any and all the subsidiaries of the Company (including but not limited to the other Group Companies), to the extent and where applicable:«[#list»
        1. «${vom.contentStr}»«[#if»;«[#elseif», or«[#else]».«[/#if]»«[/#list]»«[#else]»
     2. Acts Requiring Majority Approval of Preferred Shares. In addition to such other limitations as may be provided in the Restated Articles, for so long as any Preferred Shares are outstanding, the following acts of the Company shall require the prior written approval of the holders of more than [«${agreement.p2Vomi[»%] of the then outstanding Preferred Shares (the “Preferred Majority”). For the purpose of this Section 10, the term “Company” means, the Company itself as well as any and all the subsidiaries of the Company (including but not limited to the other Group Companies), to the extent and where applicable. Notwithstanding anything to the contrary contained herein, where any such action requires a special resolution of the shareholders in accordance with the «[#if»Companies Law (as amended) of the Cayman Islands«[#else]»BVI Business Companies Act (as amended)«[/#if]» and if the shareholders vote in favor of such act but the approval of the Preferred Majority has not yet been obtained, the holders of the Preferred Shares who vote against such act at a meeting of the shareholders in aggregate shall have the voting rights equal to the aggregate voting power of all the shareholders who voted in favor of such act plus one.«[#list»
        1. «${vom.contentStr}»«[#if»;«[#elseif», or«[#else]».«[/#if]»«[/#list]»
     3. Acts Requiring the Approval of Board of Directors. In addition to such other limitations as may be provided in the Restated Articles, any of the following acts of the Company shall require the affirmative votes of more than fifty percent (50%) of votes of the directors of the Board«[#if», including the affirmative vote(s) of the Investor Director«[#if»s«[/#if]»)«[/#if]»:«[#list»
        1. «${vom.contentStr}»«[#if»;«[#elseif», or«[#else]».«[/#if]»«[/#list]»«[/#if]»«[/#if]»«[#if»
2. Redemption Right
   * 1. Redemption by the Company.

Notwithstanding anything to the contrary herein, at any time after the earlier of «[#list»(«${agreement.romanNumber[red\_index]}»)«${red.contentStr}»«[#if»; «[#elseif», or «[/#if]»«[/#list]» (the “Redemption Start Date”), subject to the applicable laws of the «${agreement.p1FinancingBody[» and, if so requested by any holder of the Preferred Shares (the “**Redeeming Investor**”), the «[#if»Company«[#else]»Company and the Founder«[#if»s«[/#if]»«[/#if]» shall redeem all or part of the outstanding Preferred Shares in cash out of funds legally available therefor (the “Redemption”). The price at which each Preferred Share shall be redeemed (the “Redemption Price”) shall be equal to the following formula:

«[#if»IP ╳ (1+[«${agreement.p2RedemptionRight[»]%) N + D, where

«[#elseif»IP ╳ (1+[«${agreement.p2RedemptionRight[»]% ╳ N) + D, where

«[#elseif»IP ╳ [«${agreement.p2RedemptionRight[»]% + D, where«[/#if]»

IP = Preferred Share Issue Price for the Preferred Share;«[#if»

N = a fraction the numerator of which is the number of calendar days between date the holders of the Preferred Shares acquired their Preferred Shares and the relevant Redemption Date on which such Preferred Share is redeemed and the denominator of which is 365;«[/#if]»

D = all declared but unpaid dividends on each Preferred Share up to the date of redemption, proportionally adjusted for share subdivisions, share dividends, reorganizations, reclassifications, consolidations or mergers.

If the Company does not have sufficient cash or funds legally available to redeem all of the Preferred Shares required to be redeemed, the remainder shall remain outstanding and entitled to all the rights, preferences and privileges provided in this Agreement and the Restated Articles, and the remainder shall be carried forward and redeemed as soon as the Company has legally available funds to do so.

* + 1. Notice.

A notice of redemption (a “**Redemption Notice**”) by any Redeeming Investor shall be given by hand or by mail to the Company at any time on or after the Redemption Start Date stating the date on which the Preferred Shares are to be redeemed (the “**Redemption Date**”), provided, however, that the Redemption Date shall be no earlier than the Redemption Start Date or the date 30 days after such notice of redemption is given. Notwithstanding anything to the contrary contained herein, no other securities of the Company shall be redeemed unless and until the Company shall have redeemed all of the Preferred Shares requested to be redeemed pursuant to this Section 6 and shall have paid all the Redemption Price for such Preferred Shares requested to be redeemed payable pursuant to this Section 6.

* + 1. Surrender of Certificates.

Before any Redeeming Investor shall be entitled for redemption under the provisions of this Section 6, such Redeeming Investor shall surrender his or her certificate or certificates representing such Preferred Shares to be redeemed to the Company in the manner and at the place designated by the Company for that purpose, and the Redemption Price shall be payable on the Redemption Date to the order of the person whose name appears on such certificate or certificates as the owner of such shares and each such certificate shall be cancelled on the Redemption Date. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be promptly issued representing the unredeemed shares. Unless there has been a default in payment of the applicable Redemption Price, upon cancellation of the certificate representing such Preferred Shares to be redeemed, all dividends on such Preferred Shares designated for redemption on the relevant Redemption Date shall cease to accrue and all rights of the holders thereof, except the right to receive the Redemption Price thereof (including all accrued and unpaid dividend up to the relevant redemption date), without interest, shall cease and terminate and such Preferred Shares shall cease to be issued shares of the Company. If the Company fails to redeem any Preferred Shares for which redemption is requested, then during the period from the Redemption Date through the date on which such Preferred Shares are actually redeemed and the Redemption Price is actually made, in full, such Preferred Shares shall continue to be outstanding and be entitled to all rights and preferences of Preferred Shares. After payment in full of the aggregate Redemption Price for all issued and outstanding Preferred Shares, all rights of the holders thereof as shareholders of the Company shall cease and terminate and such Preferred Shares shall be cancelled.

* + 1. Restriction on Distribution.

If the Company fails (for whatever reason) to redeem any Preferred Shares on its due date for redemption then, as from such date until the date on which the same are redeemed the Company shall not declare or pay any dividend nor otherwise make any distribution of or otherwise decrease its profits available for distribution.

To the extent permitted by law, the Company shall procure that the profits of each subsidiary and affiliate of the Company for the time being legally available for distribution shall be paid to it by way of dividend or otherwise if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available for distribution to make any redemption of Preferred Shares required to be made pursuant to this Section 6.

The provisions under this Section 6 shall be terminated upon the occurrence of a Qualified IPO.«[/#if]»

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT 2004

**AMENDED AND RESTATED ARTICLES OF ASSOCIATION**

**OF**

**«${agreement.p1FinancingBody[»**

a company limited by shares

(Adopted by a Resolution of Shareholders dated [ ], 2017 and filed on [ ], 2017)

1. **REGISTERED SHARES**
   1. Every Shareholder is entitled to a certificate signed by a director of the Company, or any other person authorised by Resolution of Directors, or under the Seal specifying the number of Shares held by him and the signature of the director, officer or authorised person and the Seal may be facsimiles.
   2. Any Shareholder receiving a certificate shall indemnify and hold the Company and its directors and officers harmless from any loss or liability which it or they may incur by reason of any wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a certificate for Shares is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by Resolution of Directors.
   3. If several Eligible Persons are registered as joint holders of any Shares, any one of such Eligible Persons may give an effectual receipt for any Distribution.
2. **SHARES**
   1. Subject to any restrictions on the issuing of Shares and other Securities contained herein and in the Shareholders Agreement, Shares and other Securities may be issued at such times, to such Eligible Persons, for such consideration and on such terms as the directors may by Resolution of Directors determine.
   2. Section 46 of the Act (Pre-emptive rights) does not apply to the Company.
   3. A Share may be issued for consideration in any form, including money, a promissory note, or other written obligation to contribute money or property, real property, personal property (including goodwill and know-how), services rendered or a contract for future services.
   4. No Shares may be issued for a consideration other than money, unless a Resolution of Directors in accordance with this Memorandum and the Articles has been passed stating:
3. the amount to be credited for the issue of the Shares;
4. their determination of the directors of the reasonable present cash value of the non-money consideration for the issue; and
5. that, in the opinion, of the directors, the present cash value of the non-money consideration for the issue is not less than the amount to be credited for the issue of the Shares.
   1. The Company shall keep a register (the “register of members”) containing:
6. the names and addresses of the Eligible Persons who hold Shares;
7. the number of each class and series of Shares held by each Shareholder;
8. he date on which the name of each Shareholder was entered in the register of members; and
9. the date on which any Eligible Person ceased to be a Shareholder.
   1. The register of members may be in any such form as the directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Until the directors otherwise determine, the magnetic, electronic or other data storage form shall be the original register of members.
   2. A Share is deemed to be issued when the name of the Shareholder is entered in the register of members.
10. **REDEMPTION OF SHARES AND TREASURY SHARES**
    1. The Company may purchase, redeem or otherwise acquire and hold its own Shares save that the Company may not purchase, redeem or otherwise acquire its own Shares without the consent of Shareholders whose Shares are to be purchased, redeemed or otherwise acquired unless the Company is permitted by the Act or any other provision in the Memorandum or Articles or the Shareholders Agreement to purchase, redeem or otherwise acquire the Shares without their consent.
    2. Unless otherwise provided by the Act or the Memorandum or Articles or the Shareholders Agreement or the Restricted Share Agreement, the Company may only offer to purchase, redeem or otherwise acquire Shares if the Resolution of Directors authorising the purchase, redemption or other acquisition contains a statement that the directors are satisfied, on reasonable grounds, that immediately after the acquisition the value of the Company’s assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
    3. Sections 60 (*Process for acquisition of own shares*), 61 (*Offer to one or more shareholders*) and 62 (*Shares redeemed otherwise than at the option of company*) of the Act shall not apply to the Company.
    4. Shares that the Company purchases, redeems or otherwise acquires pursuant to this Regulation may be cancelled or held as Treasury Shares.
    5. All rights and obligations attaching to a Treasury Share are suspended and shall not be exercised by the Company while it holds the Share as a Treasury Share.
    6. Treasury Shares may be transferred by the Company on such terms and conditions (not otherwise inconsistent with the Memorandum and the Articles or the Shareholders Agreement) as the Company may by Resolution of Directors determine.
    7. Where Shares are held by another body corporate of which the Company holds, directly or indirectly, shares having more than fifty percent (50%) of the votes in the election of directors of the other body corporate, all rights and obligations attaching to the Shares held by the other body corporate are suspended and shall not be exercised by the other body corporate.
11. **MORTGAGES AND CHARGES OF SHARES**
    1. Subject to otherwise provided in this Memorandum and the Articles, the Shareholders Agreement and the Restricted Share Agreement, shareholders may mortgage or charge their Shares.
    2. Subject to otherwise provided in this Memorandum and the Articles, the Shareholders Agreement or the Restricted Share Agreement, there shall be entered in the register of members at the written request of the Shareholder upon the consent of the Board of Directors, where applicable, or the Shareholders in accordance with the this Memorandum and the Articles:
12. a statement that the Shares held by him are mortgaged or charged;
13. the name of the mortgagee or chargee; and
14. the date on which the particulars specified in subparagraphs (a) and (b) are entered in the register of members.
    1. 4.3 Where particulars of a mortgage or charge are entered in the register of members, such particulars may be cancelled:
15. with the written consent of the named mortgagee or chargee or anyone authorised to act on his behalf; or
16. 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.
    1. Whilst particulars of a mortgage or charge over Shares are entered in the register of members pursuant to this Regulation:
17. no transfer of any Share the subject of those particulars shall be effected;
18. the Company may not purchase, redeem or otherwise acquire any such Share; and
19. no replacement certificate shall be issued in respect of such Shares;

without the written consent of the named mortgagee or chargee.

1. **FORFEITURE**
   1. Shares that are not fully paid on issue are subject to the forfeiture provisions set forth in this Regulation and for this purpose Shares issued for a promissory note, other written obligation to contribute money or property or a contract for future services are deemed to be not fully paid.
   2. A written notice of call specifying the date for payment to be made shall be served on the Shareholder who defaults in making payment in respect of the Shares.
   3. The written notice of call referred to in Regulation 5.2 shall name a further date not earlier than the expiration of 14 days from the date of service of the notice on or before which the payment required by the notice is to be made and shall 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.
   4. Where a written notice of call has been issued pursuant to Regulation 5.3 and the requirements of the notice have not been complied with, the directors may, at any time before tender of payment, forfeit and cancel the Shares to which the notice relates.
   5. The Company is under no obligation to refund any moneys to the Shareholder whose Shares have been cancelled pursuant to Regulation 5.3 and that Shareholder shall be discharged from any further obligation to the Company.
2. **TRANSFER OF SHARES**
   1. Subject to the provisions of this Memorandum and the Articles, the Shareholders Agreement, the Restricted Share Agreement or any other agreements binding on the Company, shares are transferable, and the Company will only register transfers of shares that are made in accordance with such the provisions of this Memorandum and the Articles, the Shareholders Agreement, the Restricted Share Agreement or any other agreements (if any) and will not register transfers of shares that are not made in accordance with such the provisions of this Memorandum and the Articles, the Shareholders Agreement, the Restricted Share Agreement or any other agreements (if any). The instrument of transfer of any share shall be in writing and shall be executed by or on behalf of the transferor, and containing the name and address of the transferee, which shall be sent to the Company for registration. The transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof.
   2. The transfer of a Share is effective when the name of the transferee is entered on the register of members unless such transfer does not made in accordance with the provisions of this Memorandum and the Articles, the Shareholders Agreement, the Restricted Share Agreement or any other agreements binding on the Company.
   3. If the directors of the Company are satisfied that an instrument of transfer relating to Shares has been signed but that the instrument has been lost or destroyed, they may resolve by Resolution of Directors:
3. to accept such evidence of the transfer of Shares as they consider appropriate; and
4. that the transferee’s name should be entered in the register of members notwithstanding the absence of the instrument of transfer.
   1. Subject to the Memorandum and the Articles, the Shareholders Agreement, or the Restricted Share Agreement, the personal representative of a deceased Shareholder may transfer a Share even though the personal representative is not a Shareholder at the time of the transfer.
5. **MEETINGS AND CONSENTS OF SHAREHOLDERS**
   1. Any director of the Company may convene meetings of the Shareholders at such times and in such manner and places within or outside the British Virgin Islands as the director considers necessary or desirable.
   2. Upon the written request of Shareholders entitled to exercise ten (10) per cent or more of the voting rights in respect of the matter for which the meeting is requested the directors shall convene a meeting of Shareholders.
   3. The director convening a meeting shall give not less than seven (7) days’ notice of a meeting of Shareholders to:
6. those Shareholders whose names on the date the notice is given appear as Shareholders in the register of members of the Company and are entitled to vote at the meeting; and
7. the other directors.
   1. The director convening a meeting of Shareholders may fix as the record date for determining those Shareholders that are entitled to vote at the meeting the date notice is given of the meeting, or such other date as may be specified in the notice, being a date not earlier than the date of the notice.
   2. A meeting of Shareholders held in contravention of the requirement to give notice is valid if Shareholders holding at least ninety (90) per cent of the total voting rights on all the matters to be considered at the meeting have waived notice of the meeting and, for this purpose, the presence of a Shareholder at the meeting shall constitute waiver in relation to all the Shares which that Shareholder holds.
   3. The inadvertent failure of a director who convenes a meeting to give notice of a meeting to a Shareholder or another director, or the fact that a Shareholder or another director has not received notice, does not invalidate the meeting.
   4. A Shareholder may be represented at a meeting of Shareholders by a proxy who may speak and vote on behalf of the Shareholder.
   5. The instrument appointing a proxy shall be produced at the place designated for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the meeting may specify an alternative or additional place or time at which the proxy shall be presented.
   6. The instrument appointing a proxy shall be in substantially the following form or such other form as the chairman of the meeting shall accept as properly evidencing the wishes of the Shareholder appointing the proxy.

[ Name of Company ]

I/We being a Shareholder of the above Company HEREBY APPOINT …………  
………………… of …………………………… or failing him ………..………………   
of ………………………..…… to be my/our proxy to vote for me/us at the meeting   
of Shareholders to be held on the …… day of …………..…………, 20…… and at any   
adjournment thereof.

(Any restrictions on voting to be inserted here.)

Signed this …… day of …………..…………, 20……

……………………………

Shareholder

* 1. The following applies where Shares are jointly owned:

1. if two or more persons hold Shares jointly each of them may be present in person or by proxy at a meeting of Shareholders and may speak as a Shareholder;
2. if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and
3. if two or more of the joint owners are present in person or by proxy they must vote as one.
   1. A Shareholder shall be deemed to be present at a meeting of Shareholders if he participates by telephone or other electronic means and all Shareholders participating in the meeting are able to hear each other.
   2. A meeting of Shareholders is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than fifty percent (50%) of the votes of the Shares entitled to vote on Resolutions of Shareholders to be considered at the meeting, which shall include the Preferred Majority. A quorum may comprise a single Shareholder or proxy and then such person may pass a Resolution of Shareholders and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy instrument shall constitute a valid Resolution of Shareholders.
   3. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved; in any other case it shall stand adjourned to the next business day in the jurisdiction in which the meeting was to have been held at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting 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 matters to be considered by the meeting, those present shall constitute a quorum but otherwise the meeting shall be dissolved.
   4. At every meeting of Shareholders, the Chairman of the Board shall preside as chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present at the meeting, the Shareholders present shall choose one of their member to be the chairman. If the Shareholders are unable to choose a chairman for any reason, then the person representing the greatest number of voting Shares present in person or by proxy at the meeting shall preside as chairman failing which the oldest individual Shareholder or representative of a Shareholder present shall take the chair.
   5. 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.
   6. At any meeting of the Shareholders the chairman is responsible for deciding in such manner as he considers appropriate whether any resolution proposed has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes of the meeting. If the chairman has any doubt as to the outcome of the vote on a proposed resolution, he shall cause a poll to be taken of all votes cast upon such resolution. If the chairman fails to take a poll then any Shareholder present in person or by proxy who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall cause a poll to be taken. If a poll is taken at any meeting, the result shall be announced to the meeting and recorded in the minutes of the meeting.
   7. Subject to the specific provisions contained in this Regulation for the appointment of representatives of Eligible Persons other than individuals the right of any individual to speak for or represent a Shareholder shall be determined by the law of the jurisdiction where, and by the documents by which, the Eligible 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 Shareholder or the Company.
   8. Any Eligible Person other than an individual which is a Shareholder may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative at any meeting of Shareholders or of any class of Shareholders, and the individual so authorised shall be entitled to exercise the same rights on behalf of the Eligible Person which he represents as that Eligible Person could exercise if it were an individual.
   9. The chairman of any meeting at which a vote is cast by proxy or on behalf of any Eligible Person other than an individual may call for a notarially certified copy of such proxy or authority which shall be produced within seven (7) days of being so requested or the votes cast by such proxy or on behalf of such Eligible Person shall be disregarded.
   10. Directors of the Company may attend and speak at any meeting of Shareholders and at any separate meeting of the holders of any class or series of Shares.
   11. An action that may be taken by the Shareholders at a meeting may also be taken by a resolution consented to in writing, without the need for any notice, but if any Resolution of Shareholders is adopted otherwise than by the unanimous written consent of all Shareholders, a copy of such resolution shall forthwith be sent to all Shareholders not consenting to such resolution. The consent may be in the form of counterparts, each counterpart being signed by one or more Shareholders. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the earliest date upon which Eligible Persons holding a sufficient number of votes of Shares to constitute a Resolution of Shareholders have consented to the resolution by signed counterparts.
4. **DIRECTORS**
   1. Subject to the Regulation 8.2(d), the number of the directors shall be not more than [«${agreement.p1Aod.newBoard.totalNumber}»] unless increased by a resolution adopted by resolution of the Board and with the consent required pursuant to Schedule A to the Memorandum.
   2. The directors shall be elected by holders of the majority of the Ordinary Shares and [«[#list»«${aod.investorNameAbbr}»«[#if», «[#elseif» and «[/#if]»«[/#list]»] (voting together and not as separate classes), provided that:«[#if»
5. «[#if»«${agreement.p1Aod.newBoard.investorAODList[0][» (so long as it continues to hold shares in the Company) shall be entitled to appoint and remove [«${agreement.p1Aod.newBoard.investorAODList[0][»] director (the “**Investor Director**”)«[#else]»«[#list»«${aod.investorNameAbbr}» (so long as it continues to hold shares in the Company) shall be entitled to appoint and remove [«${aod.investorAODNum}»] director (the “**Investor Director «${aod\_index+1}»**”«[#if»). «[#else]», «[/#if]»«[/#list]»together with the «[#list»«[#if»Investor Director «${aod\_index+1}»«[/#if]»«[#if», «[#elseif» and «[/#if]»«[/#list]», the “**Investor Directors**”, and each an “**Investor Director**”)«[/#if]».«[/#if]»
6. «[#if»«[#if»The BVI Companies«[#else]»The BVI Company«[/#if]»«[#else]»The Founder«[#if»s«[/#if]»«[/#if]» (so long as any of them continues to hold shares in the Company) shall be entitled to appoint and remove [«${agreement.p1Aod.newBoard.totalNumber}»] directors (the "**Ordinary Directors**").

The “**directors**” shall mean the Ordinary Directors«[#if» and the Investor Director«[#if»s«[/#if]») collectively«[/#if]».

* 1. Each director holds office until his successor takes office or until his earlier death resignation or removal.
  2. A director may be removed from office, with or without cause, by the Shareholders who elected such director and such Shareholder may also replace any director so removed.
  3. The office of director shall be vacated if the director:

1. is removed from office by a resolution of Shareholders who appointed the such director; or
2. becomes bankrupt or makes any arrangement or composition with his creditors generally; or
3. becomes of unsound mind, or of such infirm health as to be incapable of managing his affairs; or
4. resigns his office by a notice in writing to the Company.
   1. A director may resign his office by giving written notice of his resignation to the Company and the resignation has effect from the date the notice is received by the Company or from such later date as may be specified in the notice. A director shall resign forthwith as a director if he is, or becomes, disqualified from acting as a director under the Act.
   2. Subject to the provisions of the Memorandum and these Articles, 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. Where the directors appoint a person as director to fill a vacancy, the term shall not exceed the term that remained when the person who has ceased to be a director ceased to hold office.
   3. A vacancy in relation to directors occurs if a director dies or otherwise ceases to hold office prior to the expiration of his term of office.
   4. Where the Company only has one Shareholder who is an individual and that Shareholder is also the sole director of the Company, the sole Shareholder/director may, by instrument in writing, nominate a person who is not disqualified from being a director of the Company as a reserve director of the Company to act in the place of the sole director in the event of his death.
   5. The nomination of a person as a reserve director of the Company ceases to have effect if:
5. before the death of the sole Shareholder/director who nominated him,

(i) he resigns as reserve director, or

(ii) the sole Shareholder/director revokes the nomination in writing; or

1. the sole Shareholder/director who nominated him ceases to be the sole Shareholder/director of the Company for any reason other than his death.
   1. The Company shall keep a register of directors containing:
2. the names and addresses of the persons who are directors of the Company, or who have been nominated as reserve directors of the Company;
3. the date on which each person whose name is entered in the register was appointed as a director of the Company, or nominated as a reserve director of the Company;
4. the date on which each person named as a director ceased to be a director of the Company;
5. the date on which the nomination of any person nominated as a reserve director ceased to have effect; and
6. such other information as may be prescribed by the Act.
   1. The register of directors may be kept in any such form as the directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Until a Resolution of Directors determining otherwise is passed, the magnetic, electronic or other data storage shall be the original register of directors.
   2. The directors may, by Resolution of Directors, fix the emoluments of directors with respect to services to be rendered in any capacity to the Company.
   3. A director is not required to hold a Share as a qualification to office.

**8A. LEGEND ON SHARE CERTIFICATES**

The directors shall ensure that each certificate representing any Shares owned by the Shareholders and the Register of Members with respect to such Shares shall be endorsed by the Company with a legend reading substantially as follows:

“THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A SHAREHOLDERS AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID SHAREHOLDERS AGREEMENT.”

1. **POWERS OF DIRECTORS**
   1. The business and affairs of the Company shall be managed by, or under the direction or supervision of, the directors of the Company. The directors of the Company have all the powers necessary for managing, and for directing and supervising, the business and affairs of the Company. The directors may pay all expenses incurred preliminary to and in connection with the incorporation of the Company and may exercise all such powers of the Company as are not by the Act or by the Memorandum or the Articles required to be exercised by the Shareholders.
   2. Each director shall exercise his powers for a proper purpose and shall not act or agree to the Company acting in a manner that contravenes the Memorandum, the Articles or the Act. Each director, in exercising his powers or performing his duties, shall act honestly and in good faith in what the director believes to be the best interests of the Company.
   3. If the Company is the wholly owned subsidiary of a holding company, a director of the Company may, when exercising powers or performing duties as a director, act in a manner which he believes is in the best interests of the holding company even though it may not be in the best interests of the Company.
   4. Any director which is a body corporate may appoint any individual as its duly authorised representative for the purpose of representing it at meetings of the directors, with respect to the signing of consents or otherwise.
   5. The continuing directors may act notwithstanding any vacancy in their body.
   6. The directors may by Resolution of Directors exercise all the powers of the Company to incur indebtedness, liabilities or obligations and to secure indebtedness, liabilities or obligations whether of the Company or of any third party.
   7. All cheques, promissory notes, drafts, bills of exchange and other negotiable 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 shall from time to time be determined by Resolution of Directors.
   8. For the purposes of Section 175 (*Disposition of assets*) of the Act, the directors may by Resolution of Directors determine that any sale, transfer, lease, exchange or other disposition is in the usual or regular course of the business carried on by the Company and such determination is, in the absence of fraud, conclusive.
2. **PROCEEDINGS OF DIRECTORS**
   1. Any one director of the Company may call a meeting of the directors by sending a written notice to each other director. The Company shall hold meetings of the directors at least every six (6) months.
   2. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or outside the British Virgin Islands as the directors may determine to be necessary or desirable.
   3. A director is 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.
   4. A director shall be given not less than 5 days’ notice of meetings of directors, but a meeting of directors held without five (5) 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 by that director. 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.
   5. A director may by a written instrument appoint an alternate who need not be a director and the alternate shall be entitled to attend meetings in the absence of the director who appointed him and to vote in place of the director until the appointment lapses or is terminated.
   6. 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 [«${agreement.p1Aod.rulesOfBoardMeeting[»] directors«[#if», include the Investor Director«[#if»s«[/#if]»«[/#if]». However, if within an hour from the time appointed for a board meeting, a quorum is not present due to the absence of any director, then a second board meeting shall be scheduled to a time the same day in the next week and written notice for such second board meeting shall be duly delivered again to all directors. If within an hour from the time appointed for such second board meeting, a quorum is still not present due to the absence of any director, then those directors present shall be deemed to be a quorum for such second board meeting; provided that at such second board meeting, the business not included in the notice for such second board meeting shall not be transacted.
   7. If the Company has only one director the provisions herein contained for meetings of directors do not apply and such sole director has full power to represent and act for the Company in all matters as are not by the Act, the Memorandum or the Articles required to be exercised by the Shareholders. In lieu of minutes of a meeting the sole director shall record in writing and sign a note or memorandum of all matters requiring a Resolution of Directors. Such a note or memorandum constitutes sufficient evidence of such resolution for all purposes.
   8. At meetings of directors at which the Chairman of the Board is present, he shall preside as chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present, the directors present shall choose one of their number to be chairman of the meeting.
   9. 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 resolution of a committee of directors consented to in writing by all directors or by all members of the committee, as the case may be, without the need for any notice. The consent may be in the form of counterparts each counterpart being signed by one or more directors. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the date upon which the last director has consented to the resolution by signed counterparts.
3. **COMMITTEES**
   1. The directors may, by Resolution of Directors, designate one or more committees, each consisting of one or more directors, and delegate one or more of their powers, including the power to affix the Seal, to the committee.
   2. The directors have no power to delegate to a committee of directors any of the following powers:
4. to amend the Memorandum or the Articles;
5. to designate committees of directors;
6. to delegate powers to a committee of directors;
7. to appoint or remove directors;
8. to appoint or remove an agent;
9. to approve a plan of merger, consolidation or arrangement;
10. to make a declaration of solvency or to approve a liquidation plan; or
11. to make a determination that immediately after a proposed distribution the value of the Company’s assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
    1. Regulations 11.2(b) and 11.2(c) do not prevent a committee of directors, where authorised by the Resolution of Directors appointing such committee or by a subsequent Resolution of Directors, from appointing a sub-committee and delegating powers exercisable by the committee to the sub-committee.
    2. The meetings and proceedings of each committee of directors consisting of two (2) or more directors shall be governed *mutatis mutandis* by the provisions of the Articles regulating the proceedings of directors so far as the same are not superseded by any provisions in the Resolution of Directors establishing the committee.
    3. Where the directors delegate their powers to a committee of directors they remain responsible for the exercise of that power by the committee, unless they believed on reasonable grounds at all times before the exercise of the power that the committee would exercise the power in conformity with the duties imposed on directors of the Company under the Act.
12. **OFFICERS AND AGENTS**
    1. The Company may by Resolution of Directors appoint officers of the Company at such times as may be considered necessary or expedient. Such officers may consist of a chairman of the Board of Directors (the “**Chairman of the Board**”), a president and one or more vice-presidents, secretaries and treasurers and such other officers as may from time to time be considered necessary or expedient. Any number of offices may be held by the same person.
    2. The officers shall perform such duties as are prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by Resolution of Directors. In the absence of any specific prescription of duties it shall be the responsibility of the Chairman of the Board to preside at meetings of directors and Shareholders, 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 register of members, 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.
    3. The emoluments of all officers shall be fixed by Resolution of Directors.
    4. The officers of the Company shall hold office until their successors are duly appointed, 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.
    5. The directors may, by Resolution of Directors, appoint any person, including a person who is a director, to be an agent of the Company.
    6. An agent of the Company shall have such powers and authority of the directors, including the power and authority to affix the Seal, as are set forth in the Articles or in the Resolution of Directors appointing the agent, except that no agent has any power or authority with respect to the following:
13. to amend the Memorandum or the Articles;
14. to change the registered office or agent;
15. to designate committees of directors;
16. to delegate powers to a committee of directors;
17. to appoint or remove directors;
18. to appoint or remove an agent;
19. to fix emoluments of directors;
20. to approve a plan of merger, consolidation or arrangement;
21. to make a declaration of solvency or to approve a liquidation plan;
22. to make a determination that the company will, immediately after a proposed distribution, satisfy the solvency test; or
23. to authorise the Company to continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands.
    1. 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.
    2. The directors may remove an agent appointed by the Company and may revoke or vary a power conferred on him.
24. **CONFLICT OF INTERESTS**
    1. A director of the Company shall, forthwith after becoming aware of the fact that he is interested in a transaction entered into or to be entered into by the Company, disclose the interest to all other directors of the Company.
    2. For the purposes of Regulation 13.1, a disclosure to all other directors to the effect that a director is a member, director or officer of another named entity or has a fiduciary relationship with respect to the entity or a named individual and is to be regarded as interested in any transaction which may, after the date of the entry into the transaction or disclosure, of the interest, be entered into with that entity or individual, is a sufficient disclosure of interest in relation to that transaction.
    3. A director of the Company who is interested in a transaction entered into or to be entered into by the Company may:
25. vote on a matter relating to the transaction;
26. attend a meeting of directors at which a matter relating to the transaction arises and be included among the directors present at the meeting for the purposes of a quorum; and
27. sign a document on behalf of the Company, or do any other thing in his capacity as a director, that relates to the transaction,

and, subject to compliance with the Act shall not, by reason of his office be accountable to the Company for any benefit which he derives from such transaction and no such transaction shall be liable to be avoided on the grounds of any such interest or benefit.

1. **INDEMNIFICATION**
   1. Subject to the limitations hereinafter provided the Company shall 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:
2. 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 of the Company; or
3. is or was, at the request of the Company, serving as a director of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise.
   1. The indemnity in Regulation 14.1 only applies 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 their conduct was unlawful.
   2. For the purposes of Regulation 14.2, a director acts in the best interest of the Company if he acts in the best interest of:
4. the Company’s holding company; or
5. a Shareholder or Shareholders of the Company;

in either case, in the circumstances specified in Regulation 9.3 or the Act, as the case may be.

* 1. 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 the Articles, unless a question of law is involved.
  2. 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.
  3. Expenses, including legal fees, incurred by a director in defending any legal, administrative or investigative proceedings maybe paid by the Company in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the director to repay the amount if it shall ultimately be determined that the director is not entitled to be indemnified by the Company in accordance with Regulation 14.1.
  4. Expenses, including legal fees, incurred by a former director in defending any legal, administrative or investigative proceedings may be paid by the Company in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the former director to repay the amount if it shall ultimately be determined that the former director is not entitled to be indemnified by the Company in accordance with Regulation 14.1 and upon such terms and conditions, if any, as the Company deems appropriate.
  5. The indemnification and advancement of expenses provided by, or granted pursuant to, this section is not exclusive of any other rights to which the person seeking indemnification or advancement of expenses may be entitled under any agreement, Resolution of Shareholders, resolution of disinterested directors or otherwise, both as acting in the person’s official capacity and as to acting in another capacity while serving as a director of the Company.
  6. If a person referred to in Regulation 14.1 has been successful in defence of any proceedings referred to in Regulation 14.1, 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.
  7. The Company may purchase and maintain insurance in relation to any person who is or was a director, officer or liquidator of the Company, or who at the request of the Company is or was 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, 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 the Articles.

1. **RECORDS**
   1. The Company shall keep the following documents at the office of its registered agent:
2. the Memorandum and the Articles;
3. the register of members, or a copy of the register of members;
4. the register of directors, or a copy of the register of directors; and
5. copies of all notices and other documents filed by the Company with the Registrar of Corporate Affairs in the previous 10 years.
   1. Until the directors determine otherwise by Resolution of Directors the Company shall keep the original register of members and original register of directors at the office of its registered agent.
   2. If the Company maintains only a copy of the register of members or a copy of the register of directors at the office of its registered agent, it shall:
6. within 15 days of any change in either register, notify the registered agent in writing of the change; and
7. provide the registered agent with a written record of the physical address of the place or places at which the original register of members or the original register of directors is kept.
   1. The Company shall keep the following records at the office of its registered agent or at such other place or places, within or outside the British Virgin Islands, as the directors may determine:
8. minutes of meetings and Resolutions of Shareholders and classes of Shareholders;
9. minutes of meetings and Resolutions of Directors and committees of directors; and
10. an impression of the Seal.
    1. Where any original records referred to in this Regulation are maintained other than at the office of the registered agent of the Company, and the place at which the original records is changed, the Company shall provide the registered agent with the physical address of the new location of the records of the Company within 14 days of the change of location.
    2. The records kept by the Company under this Regulation shall be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act (No. 5 of 2001) as from time to time amended or re-enacted.
11. **REGISTER OF CHARGES**

The Company shall maintain at the office of its registered agent a register of charges in which there shall be entered the following particulars regarding each mortgage, charge and other encumbrance created by the Company:

1. the date of creation of the charge;
2. a short description of the liability secured by the charge;
3. a short description of the property charged;
4. the name and address of the trustee for the security or, if there is no such trustee, the name and address of the chargee;
5. unless the charge is a security to bearer, the name and address of the holder of the charge; and
6. details of any prohibition or restriction contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge.
7. **SEAL**

The Company shall have a seal. 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 and for an imprint thereof to be kept at the registered office. Except as otherwise expressly provided herein, the Seal, when affixed to any written instrument shall be witnessed and attested to by the signature of any one director or 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 attested to as hereinbefore described.

1. **DISTRIBUTIONS BY WAY OF DIVIDEND**
   1. Unless otherwise provided in this Memorandum and the Articles, the Shareholders Agreement and the Restricted Share Agreement, the directors of the Company may, by Resolution of Directors, authorise a Distribution by way of dividend at a time and of an amount they think fit if they are satisfied, on reasonable grounds, that, immediately after the Distribution, the value of the Company’s assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
   2. Dividends may be paid in money, shares, or other property.
   3. Notice of any dividend that may have been declared shall be given to each Shareholder as specified in Regulation 20.1 and all dividends unclaimed for 3 years after having been declared may be forfeited by Resolution of Directors for the benefit of the Company.
   4. No dividend shall bear interest as against the Company and no dividend shall be paid on Treasury Shares.
2. **ACCOUNTS AND AUDIT**
   1. The Company shall keep records that are sufficient to show and explain the Company’s transactions and that will, at any time, enable the financial position of the Company to be determined with reasonable accuracy.
   2. The Company may by Resolution of Shareholders call for the directors to prepare periodically and make available 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 and loss of the Company for a financial period and a true and fair view of the assets and liabilities of the Company as at the end of a financial period.
   3. The Company may by Resolution of Shareholders call for the accounts to be examined by auditors.
   4. Unless otherwise provided in this Memorandum and the Articles, the Shareholders Agreement, the first auditors shall be appointed by Resolution of Directors; subsequent auditors shall be appointed by a Resolution of Shareholders or by Resolution of Directors.
   5. The auditors may be Shareholders, but no director or other officer shall be eligible to be an auditor of the Company during their continuance in office.
   6. The remuneration of the auditors of the Company maybe fixed by Resolution of Directors.
   7. The auditors shall examine each profit and loss account and balance sheet required to be laid before a meeting of the Shareholders or otherwise given to Shareholders and shall state in a written report whether or not:
3. in their opinion the profit and loss account and balance sheet give a true and fair view respectively of the profit and loss for the period covered by the accounts, and of the assets and liabilities of the Company at the end of that period; and
4. all the information and explanations required by the auditors have been obtained.
   1. The report of the auditors shall be annexed to the accounts and shall be read at the meeting of Shareholders at which the accounts are laid before the Company or shall be otherwise given to the Shareholders.
   2. 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.
   3. The auditors of the Company shall be entitled to receive notice of, and to attend any meetings of Shareholders at which the Company’s profit and loss account and balance sheet are to be presented.
5. **NOTICES**
   1. Any notice, information or written statement to be given by the Company to Shareholders may be given by personal service or by mail addressed to each Shareholder at the address shown in the register of members.
   2. 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.
   3. 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.
6. **VOLUNTARY LIQUIDATION**

Subject to the Schedule A to the Memorandum, the Company may by Resolution of Shareholders appoint a voluntary liquidator.

1. **CONTINUATION**

Subject to this Memorandum and the Articles, the Company may by Resolution of Shareholders or by a resolution passed unanimously by all directors of the Company continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws.