

# EXHIBIT A



No. 675151  
編號

COMPANIES ORDINANCE  
(CHAPTER 32)

香港法例第32章  
公司條例

CERTIFICATE OF CHANGE OF NAME  
公司更改名稱證書

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I hereby certify that  
本人謹此證明

YAHOO! HOLDINGS (HONG KONG) LIMITED  
雅虎香港控股有限公司

having by special resolution changed its name, is now incorporated under  
經通過特別決議，已將其名稱更改，該公司的註冊名

the name of  
稱現為

YAHOO! HONG KONG LIMITED  
雅虎香港有限公司

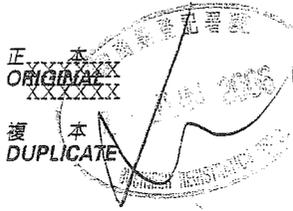
Issued by the undersigned on 22 June 2006.

本證書於二〇〇六年六月二十二日簽發。

Miss Nancy O. S. YAU

.....  
for Registrar of Companies  
Hong Kong

香港公司註冊處處長  
(公司註冊主任 邱愛琛 代行)



表格 2  
FORM 2  
《商業登記條例》(第 310 章)  
BUSINESS REGISTRATION ORDINANCE (Chapter 310)  
《商業登記規例》  
BUSINESS REGISTRATION REGULATIONS  
商業 / 分行登記證  
Business/Branch Registration Certificate  
XXXXX



業務/法團所用名稱  
Name of Business/  
Corporation  
雅虎香港有限公司  
YAHOO! HONG KONG LIMITED

業務/分行名稱  
Business/  
Branch Name  
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地址  
Address  
FLAT/RM 2802 28/F  
SUNNING PLAZA  
10 HYSAN AVENUE  
CAUSEWAY BAY HK

業務性質  
Nature of Business  
GENERAL TRADING

法律地位  
Status  
BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
10/05/2006	09/05/2007	30086703-000-05-06-0	\$2,600 (登記費 FEE = \$2,000) (徵費 LEVY = \$ 600)

請注意下列《商業登記條例》的規定 (SEE OVERLEAF FOR ENGLISH VERSION)

- 第 6(6) 條規定就任何業務發出商業登記證或分行登記證，不得當作隱含以下意思：有關該業務或經營該業務的人或受僱於該業務的僱員的任何法律規定已獲遵從。
- 第 7(2) 條規定任何經營業務人士，倘在現有商業登記證期滿後未有收到繳款通知書，須於 1 個月內以書面通知稅務局局長。
- 第 8 條規定凡申請登記表格內所列業務詳情有任何變更時或凡某項業務經已結束，任何經營有關業務的人或任何在結束前經營該項業務的人須於該變更發生時或該項業務結束時起計 1 個月內，以書面通知局長。
- 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。
- 第 15(1) 條規定對觸犯本條例者可施行的罰則，包括罰款 \$5,000 及監禁 1 年。
- 第 21 條規定須將收取徵費所得的全部款項撥付破產欠薪保障基金。

繳款時請將此商業登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業登記證。  
PLEASE PRODUCE THIS CERTIFICATE AND DEMAND NOTE INTACT AT TIME OF PAYMENT. THIS DEMAND NOTE WILL ONLY BECOME A VALID BUSINESS REGISTRATION CERTIFICATE UPON PAYMENT.  
機印所示登記費及徵費收訖。(請參閱背頁繳款辦法所載內容)  
RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES. (Please see payment instructions overleaf.)

I.R.D.B. 表格第 101B 號 (11/2004) 10/05/2006 343000040 \$2,600.00  
I.R.D.B. 101B (11/2004)

# EXHIBIT B

INCORPORATED UNDER THE LAWS OF

HONG KONG

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**YAHOO! HONG KONG LIMITED**

雅虎香港有限公司

COMPANY NUMBER

675151

DATE OF INCORPORATION

10th May 1999

**SOVEREIGN**

1601-1603, Kinwick Centre  
32 Hollywood Road, Central, Hong Kong  
Tel : (852) 2542 1177 Fax: (852) 2545 0550  
Email : [hk@sovereigngroup.com](mailto:hk@sovereigngroup.com)  
Web Site : [www.sovereigngroup.com](http://www.sovereigngroup.com)

THE COMPANIES ORDINANCE ( Chapter 32 )

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

YAHOO! HONG KONG LIMITED 雅虎香港有限公司

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1. The name of the Company is YAHOO! HONG KONG LIMITED 雅虎香港有限公司

2. The Registered Office of the Company will be situated in Hong Kong.

3. The Objects for which the Company is established are:

(1) To establish and carry on all or any of the businesses of importers, exporters, manufacturers, warehousemen, merchants, commission agents, contractors, general brokers, store-keepers, carriers, manufacturers' representatives, forwarding agents and traders both wholesale and retail or otherwise deal in goods, products, raw materials, articles and merchandise in all its aspects.

(2) To invest in, and to hold, sell and deal with the stock, shares, bonds, debentures, debenture stock, obligations, notes and securities of any government state, company, corporation or other body or authority; and to raise and borrow money by the issue of shares, stock debentures, debenture stock, whatever and to underwrite any such issue.

(3) To acquire by purchase or otherwise land and building and to erect and maintain warehouses, hotels, cinema halls, tenements, houses, commercial flats, factory buildings, office blocks or any other buildings.

(4) To provide halls and other suitable rooms, buildings and places and to permit the same or any part thereof to be used on such terms as the company shall think fit, for any purposes, public or private, and in particular for public meetings, exhibitions, concerts, lectures, dinners, theatrical performances, cinematographs and other entertainments.

(5) To build, establish, maintain, acquire, operate and own factories of all kinds.

(6) To carry on all or any of the business of packing, general warehousemen, godown and ice cold storage operators.

(7) To carry on all or any of the business of manufacturers, importers, exporters, merchants, wholesalers and retailers of all kinds and any yarn textile fabrics and garments worsted stuff manufacturers, milliners, dress makers, tailors, hatters, clothiers, shirt makers, trouser makers, garment makers, gloves, lace manufacturers, dealers in leather, boot and shoe manufacturers, importers, exporters and merchants of any other articles or commodities in personal or household use and generally all and any manufactured goods, materials, provisions and products.

(8) To carry on all or any of the business usually carried on by land companies, land investment companies, land and building mortgage companies and building and estate companies in their several branches.

(9) To construct and maintain, or contribute to, or procure the construction and maintenance of piers, wharves, embankments, bridges, sewers, drains, ways, markets, reservoirs, walls, reading rooms and such other buildings, works and conveniences as the company may think directly or indirectly conducive to the development of any land or hereditaments, messuages, tenements, or any estate or interest therein respectively in which it is for the time being interested.

- (10) To carry on all or any of the businesses of general contractors, engineering contractors, civil engineers, site formation and plant layout advisers, consultants (whether civil, mechanical, electrical, structural, chemical, aeronautical, marine or otherwise) and architects.
- (11) To purchase, dispose, sell, charter, hire, accept, mortgage or finance the purchase of ships and other vessels of any class, buses, taxis, hire-cars, and other motor vehicles of any class, or aircraft, as owners, agents, managers or trustees, or on the authority or on behalf of any third party.
- (12) To purchase or otherwise acquire and to carry on the business of ship owners, stevedores, wharfingers, carriers, forwarding agents, storage keepers, warehousemen, ship builders, dry-dock keepers, marine surveyors and engineers, slip keepers, boat builders, ship and boat repairers, ship and boat outfitters, ship brokers, ship agents, salvors, wreck raisers, divers, auctioneers, valuers and assessors.
- (13) To enter into, take over, negotiate or otherwise acquire contracts for the construction, building, equipping, fitting out, storing, gearing or otherwise relating to any ship, carrier, boat, or other vessel whatsoever.
- (14) To carry on the business of a transportation company by means of vehicles of whatever kind and howsoever propelled for the carriage of passengers, animals, fish, food-stuffs, and goods of whatsoever kind and description.
- (15) To carry on the business of travel agents, ticket and booking agents, charter-flight travel contractors, and to facilitate tours and travel and to arrange hotel and accommodation booking and travellers cheques and credit card facilities and other facilities for tourists and travellers and to engage in all aspects of the travel and tourist industry.
- (16) To carry on the business of garage, service station or filling station proprietors, licences or operators; or as vehicle manufacturers, assemblers, finishers or repairers; or as dealers in oil, petroleum products or motor accessories of all kinds; or as motor, mechanical or electrical engineers.
- (17) To carry on all or any of the businesses of publishers, stationers, type-founders, bookbinders, printers, photographers, film processors, cine-film producers, and cartographers and to do all things necessary or convenient for carrying out such business of a character similar or analogous to the foregoing or any of them or connected herewith.
- (18) To establish, found, operate, own, support or aid in the establishment, founding, operating, owning and support of schools, colleges, institutions or other educational establishments of whatsoever kind connected with or incidental to the promotion of any form of education, learning, cultural activity, sport or past-time amongst members of the public.
- (19) To carry on all or any of the businesses of proprietors or licences of restaurants, refreshment and tea rooms, hotels, bars for the sale of liquor, clubs, dance halls, cafes and milk and snack bars, and as caterers and contractors in all their respective branches.
- (20) To carry on business as dealers in, and producers, whether as farmers, market gardeners or processors, of fish, dairy farm, and garden produce of all kinds, including milk, cream, butter, cheese, poultry, eggs, fruit and vegetables.
- (21) To acquire mines, mining rights, quarriers and mineral lands, timber and forestry estates and property and land of every description developed or intended to be developed for the production of raw materials, crops, animal products or agricultural products anywhere throughout the whole world and any interest or concession therein and to explore, work, exercise, develop and turn the same to account.
- (22) To carry on in any part of the world all or any of businesses of financiers, capitalists, concessionaires, commercial agents, mortgage and bullion brokers, discount brokers or financial agents and advisers.

(23) Generally to carry on and undertake any business, undertaking, transaction or operation whether mercantile, commercial, industrial, financial, manufacturing, trading or otherwise as an individual capitalist may lawfully undertake and carry on.

(24) To carry on all or any of the business of manufacturers, installers, maintainers, repairers of and dealers in electrical and electronic articles, instruments, appliances and apparatus of every description.

(25) To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures and other negotiable or transferable instruments.

(26) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, company, society, or partnership, formed for all or any part of the purposes within the objects of this company or carrying on or possessed of property suitable to the purposes of the company and to conduct and carry on or liquidate and wind up any such business and to amalgamate with any other company having objects altogether or in part similar to those of this company.

(27) To borrow or raise and lend money, to give any guarantee for the payment of money or for the performance of any other undertaking or obligation whatsoever, to make and issue notes, bonds, debentures, obligations and evidence of indebtedness of all kinds, and generally to mortgage and charge the undertaking and all or any of the immovable and movable property, present and future, and all or any of the uncalled capital for the time being of the company.

(28) To originate, purchase or by any other lawful means acquire and protect, prolong, renew, develop and improve, throughout the world, any patents, patent rights, copy-rights, trade-marks, trade-names, processes, protections, licences and concessions concerned with inventions, exclusive or non-exclusive, or limited right to use any secret or any device, emblem, name or motto or any know-how or any secret information and to sell, let, charge, dispose of, use and turn to account and to manufacture under or grant licences or privileges in respect of the same.

(29) To enter into any arrangements for profit-sharing with any of the directors or employees of the company or of any company in which the company may for the time being hold a share or shares (subject to the consent and approval of such company) and to grant sums by way of bonus or allowance to any such directors or employees or their dependents or connections, and to establish or support, or aid in the establishment and support of, provident and gratuity funds, associations, institutions, schools or conveniences calculated to benefit directors or employees of the company or its predecessors in business or any companies in which the company owns a share or shares or the dependents or connections of such persons, and to grant pensions and make payments towards insurance.

(30) To become a member of any partnership or a party to any lawful agreement for sharing profits or to any union of interests, agreements for reciprocal concessions, joint ventures, or co-operative or mutual trade agreements, or marketing restrictions with any person, association, partnership, co-partnership, firm or corporation within the objects of the company or any business capable of being conducted so as directly or indirectly to benefit this company.

(31) To sell and accept payment for the business or undertaking of the company or any part thereof, including any shares, stock, bonds debentures, mortgages, or other obligations or securities, or any or either of the, patents, trade marks, trade names, copy-rights, licences or authorities or any estate, rights, property, privileges or assets of any kind; whether real or personal, moveable or immovable.

(32) To pay the costs, charges, expenses preliminary and incidental to the formation, establishment and registration of the company and to procure the company to be registered or recognised in any country or place outside Hong Kong.

(33) To obtain an order of any property authority for enabling the company to carry any of its objects into effect, or for dissolving the company and re-incorporating its members as a new company, for any of the objects specified in this Memorandum, or for effecting any modification in the company's constitution.

(34) To distribute any of the property of the company amongst the Members in specie or otherwise, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(35) To carry on any other business of a similar nature or any business which may in the opinion of the Directors be conveniently carried on by the company and to carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.

(36) To act as directors, accountants, secretaries and registrars of companies incorporated by law or societies or organisations (whether incorporated or not).

(37) To hold in trust as trustees or as nominees or any person or persons, company, corporation, or any charitable or other institution in any part of the world, whether incorporated or not, and to manage, deal with and turn to an account, any real and personal property of any kind.

(38) To act as nominees, trustees or agents for the receiving, payment, loan, repayment, transmission, collection and investment of money, and for the purchase, sale, improvement, development and management of any real or personal property, including business concerns and undertaking, both in Hong Kong and abroad.

(39) To carry on any or all of the business related to the manufacture, distribution and marketing of goods and merchandise of all and any description and origin and for this purpose to act in the capacity of promoter, inventor, financier, importer, exporter, broker, indenter, trade manufacturers' representative, dealer, repairer, jobber, general agents, commission agent, manager or consultant and to perform other functions related to the buying and selling of all types of goods, merchandise and services of whatsoever nature, either wholesale or retail or both.

(40) To engage in and carry on the business of dealers and/or brokers in commodities (including contract for future delivery therefor) and whether or not in connection therewith, to purchase, borrow, acquire, hold, exchange, sell, distribute, lend, mortgage, pledge or otherwise dispose of, or import or export or turn to account in any lawful manner, commodities, products, merchandise and other articles of commerce and any interest therein and instruments evidencing rights to acquire such interest and to guarantee any and all obligations relating to transactions made on any board of trade, commodities, exchange, or similar institutions and to do any and all things which may be useful in connection with or incidental to the conduct of such business.

(41) To carry on the business of an investment company and for that purpose to invest in and acquire interests in any business, venture or undertaking which the directors consider profitable and, without limiting the generality of the foregoing, to acquire and hold either in the name of the company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.

(42) To act as trustees, agents and managers for insurance, shipping, investments, loans, the payment transmission, and collection of money, and for the purchase, sale, leasing, renting, improvement, development, and management of property including business concerns and undertakings and generally to transact and undertake all kinds of trustee, agency and management business, whether in respect of commercial or financial matters, and whether gratuitously or otherwise, and to guarantee and become liable for the payment of money for the performance of any obligations.

(43) To do all such things as are incidental or conducive to the above objects or any of them, in any part of the world, and as principals, artisans, agents, contractors, trustees, attorneys, concessionaires, factors, licences or otherwise and as manufacturers, wholesalers, retailers, distributors or otherwise and either alone or in conjunction with others.

AND IT IS HEREBY DECLARED that the words "company" and "corporation" in this clause when not applied to this company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Hong Kong or elsewhere and whether existing or hereafter to be formed and the intention is that each object specified in each paragraph of this clause shall unless otherwise therein provided be regarded as an independent object and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and notwithstanding the use of the words "and" and "or" shall be capable of being pursued as an independent object and either alone or in conjunction with any one or more of the objects specified in the same or in any other paragraph or paragraphs.

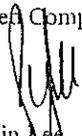
4. The liability of the Members is limited.

5. The capital of the Company is HK\$1000 divided into 1000 shares of HK\$1.00 each. Upon any increase of capital the Company is to be at liberty to issue any new shares either in Hong Kong Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The right for the time being attached to any shares having preferential, deferred, qualified, or special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with the accompanying Articles of Association but not otherwise.

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

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NAMES, ADDRESSES AND NUMBER OF SHARES TAKEN  
DESCRIPTIONS OF SUBSCRIBERS BY EACH SUBSCRIBER  
-----

  
Pei Yin Lee One  
For and on behalf of  
MIDLAND INVESTMENTS LIMITED  
2B Mansion House  
143 Main Street  
Gibraltar

Limited Company  
  
Pei Yin Lee One  
For and on behalf of  
VICTORIA INVESTMENTS LIMITED  
2B Mansion House  
143 Main Street  
Gibraltar

Limited Company

-----  
Total number of shares taken: Two  
-----

Dated this 4th day of May 1999

Witness to the above signatures:

  
Angel Ho Kit Ying  
Sovereign Trust International  
Suites 1-3, 16/F, Kinwick Centre  
32 Hollywood Road  
Central, Hong Kong

Administrator

THE COMPANIES ORDINANCE ( Chapter 32 )

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

YAHOO! HONG KONG LIMITED 雅虎香港有限公司

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1 In these regulations-

"Ordinance" means the Companies Ordinance, Chapter 32;

"seal" means the common seal of the company;

"secretary" means any person appointed to perform the duties of the secretary of the company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these regulations become binding on the company.

2 The regulations contained in Table A in the first Schedule to the Ordinance shall not apply to the Company.

3. The Company shall be a private company and accordingly the following provisions shall have effect:-

(a) The number of Members for the time being of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this paragraph, be treated as a single Member.

(b) Any invitation to the public to subscribe for any shares or debentures or debenture stock of the Company is hereby prohibited.

(c) The right of transfer of shares shall be restricted as hereinafter provided.

*Share Capital and Variation of Rights*

4 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the company may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the company may from time to time by ordinary resolution determine.

5 Subject to sections 49 to 49S of the Ordinance, the company may issue shares on the terms that they are, or at the option of the company or the holder of the shares are liable, to be redeemed on such terms and in such manner as may be provided by the company's articles of association.

6 If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

- 7 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
- 8 Except as required by law, no person shall be recognized by the company as holding any share upon trust, and the company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law is otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 9 Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within 2 months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for 1 or more of his shares.
- 10 If a share certificate be defaced, lost or destroyed, it may be renewed on payment of such fee as the Directors may reasonably require and \$5 or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the company of investigating evidence as the directors think fit.

*Lien*

- 11 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien, if any, on a share shall extend to all dividends payable thereon.
- 12 The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.
- 13 To give effect to any such sale the directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- 14 The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

*Calls on Shares*

- 15 The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than 1 month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the directors may determine.
- 16 A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed and may be required to be paid by installments.
- 17 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 18 If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 10 per cent per annum as the directors may determine, but the directors shall be at liberty to waive payment of such interest wholly or in part.
- 19 Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 20 The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 21 The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) 8 percent per annum, as may be agreed upon between the directors and the member paying such sum in advance.

*Transfer of Shares*

- 22 The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- 23 Subject to such of the restrictions of these regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the directors may approve.
- 24 The directors may at their absolute discretion and without assigning any reason decline to register the transfer of a share.
- 25 If the directors refuse to register a transfer they shall within 2 months after the date on which the transfer was lodged with the company send to the transferor and transferee notice of the refusal.

*Transmission of Shares*

26 In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

27 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy, as the case may be.

28 If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice of transfer were a transfer signed by that member.

29 A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided always that the directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within 90 days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

30 Any person to whom the right to any shares in the company has been transmitted by operation of law shall, if the directors refuse to register the transfer, be entitled to call on the directors to furnish within 28 days a statement of the reasons for the refusal.

#### *Forfeiture of Shares*

31 If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

32 The notice shall name a further day (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 state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

33 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.

34 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

- 35 A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the company all moneys which, at the date of forfeiture, were payable by him to the company in respect of the shares, but his liability shall cease if and when the company shall have received payment in full of all such moneys in respect of the shares.
- 36 A statutory declaration in writing that the declarant is a director or the secretary of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity of invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- 37 The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

*Conversion of Shares into Stock*

- 38 The company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.
- 39 The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- 40 The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- 41 Such of the regulations of the company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

*Alteration of Capital*

- 42 The company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
- 43 The company may by ordinary resolution-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association subject, nevertheless, to the provisions of section 53(1)(d) of the Ordinance;
  - (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

- 44 The company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorized, and consent required, by law.

*Purchase of own Shares*

- 45 Notwithstanding section 49B(1) and (2) but subject to sections 49, 49A, 49B(6), 49F, 49G, 49H, 49I(4) and (5), 49P, 49Q, 49R and 49S of the Ordinance (except that such purchases may be made either out of or otherwise than out of the distributable profits of the company or the proceeds of a fresh issue of shares), the company may purchase its own shares (including any redeemable shares) in order to-
- (a) settle or compromise a debt or claim;
  - (b) eliminate a fractional share or fractional entitlement or an odd lot of shares (as defined in section 49B(5) of the Ordinance);
  - (c) fulfill an agreement in which the company, has an option, or under which the company is obliged, to purchase shares under an employee share scheme which had previously been approved by the company in general meeting; or
  - (d) comply with an order of the court under-
    - (i) section 8(4);
    - (ii) section 47G(5), where such order provides for the matters referred to in section 47G(6); or
    - (iii) section 168A(2) of the Ordinance.

*Allotment of Shares*

- 46 The directors shall not exercise any power conferred on them to allot shares in the company without the prior approval of the company in general meeting where such approval is required by section 57B of the Ordinance.

*General Meetings*

- 47 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the company and that of the next. Provided that so long as the company holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall appoint.
- 48 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 49 The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 113 of the Ordinance. If at any time there are not within Hong Kong sufficient directors capable of acting to form a quorum, any director or any 2 members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

*Notice of General Meetings*

50 An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least 21 days' notice in writing, and a meeting of the company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day off which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business, and shall be given, in such form and manner as may be approved by the directors, to such persons as are, under the regulations of the company, entitled to receive such notices from the company:

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

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

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

*Proceedings at General Meetings*

52 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

53 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting; save as herein otherwise provided, 2 members present in person or by proxy shall be a quorum.

54 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

55 The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company, or if there is not such chairman, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act or is absent from Hong Kong or has given notice to the company of his intention not to attend the meeting, the directors present shall elect one of their number to be chairman of the meeting.

56 If at any meeting no director is willing to act as chairman or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.

57 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30

days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

58 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded-

- (a) by the chairman; or
- (b) by a least 2 members present in person or by proxy; or
- (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the sum paid up on all the shares conferring that right.

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

The demand for a poll may be withdrawn.

59 Except as provided in regulation 63, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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

61 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

#### *Votes of Members*

62 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have 1 vote, and on a poll every member shall have 1 vote for each share of which he is the holder.

63 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

64 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

65 No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

66 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

67 On a poll votes may be given either personally or by proxy.

68 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.

69 This instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notorially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within Hong Kong as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

70 An instrument appointing a proxy shall be in any form approved by the directors.

71 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

72 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting at which the proxy is used.

*Corporations acting by Representatives at Meetings*

73 Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

*Directors*

74 The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or a majority of them.

75 The shareholding qualification for directors may be fixed by the company in general meeting, and unless and until so fixed no qualification shall be required.

- 76 A director of the company may be or become a director or other officer of, or otherwise interested in, any company promoted by the company or in which the company may be interested as shareholder or otherwise, and, subject to the Ordinance, no such director shall be accountable to the company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company unless the company otherwise direct.

*Borrowing Powers*

- 77 The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and, subject to section 57B of the Ordinance, convertible debentures and convertible debenture stock, and other securities whether outright or as security for debt, liability or obligation of the company or of any third party:

*Powers and Duties of Directors*

- 78 The business of the company shall be managed by the directors, who may pay all expenses incurred in promoting and registering the company, and may exercise all such powers of the company as are not, by the Ordinance or by these regulations, required to be exercised by the company in general meeting, subject, nevertheless, to any of these regulations, to the provisions of the Ordinance and to such regulations, being not inconsistent with the aforesaid regulation made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
- 79 The directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the directors, to be the attorney or attorneys of the company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- 80 The company may exercise the powers conferred by section 35 of the Ordinance with regard to having an official seal for use abroad, and such powers shall be vested in the directors.
- 81 The company may exercise the powers conferred upon the company by sections 103, 104 and 106 of the Ordinance with regard to the keeping of a branch register, and the directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.
- 82(1) A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract (being a contract of significance in relation to the company's business) with the company shall, if his interest in the contract or proposed contract is material, declare the nature of his interest at a meeting of the directors in accordance with section 162 of the Ordinance.
- 82(2) A director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other director is appointed to hold any such office or place of profit under the company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.
- 82(3) Any director may act by himself or his firm in a professional capacity for the company, and he or his firm shall be entitled to remuneration for professional services as if he were not a director; provided that nothing herein contained shall authorize a director or his firm to act as auditor to the company.

83 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 the directors shall from time to time by resolution determine.

84 The directors shall cause minutes to be made in books provided for the purpose-

- (a) of all appointments of officers made by the directors;
- (b) of the names of the directors present at each meeting of the directors and of any committee of the directors;
- (c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

85 The directors on behalf of the company may pay a gratuity or pension or allowance on retirement to any director who has held any other salaried office or place of profit with the company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

*Disqualification of Directors*

86 The office of director shall be vacated if the director-

- (a) ceases to be a director by virtue of section 155 of the Ordinance; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a director by reason of any disqualification order made under Part IVA of the Ordinance; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the company given in accordance with section 157D(3)(a) of the Ordinance; or
- (f) Shall for more than 6 months have been absent without permission of the directors from meetings of the directors held during that period.

87 The Directors shall not be subject to retirement by rotation.

88 The company may from time to time by ordinary resolution increase or reduce the number of directors.

89 The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these regulations.

90 The company may by special resolution remove any director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.

91 The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and without prejudice to the

powers of the directors under regulation 97 the company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director.

*Proceedings of Directors*

- 92 The directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from Hong Kong.
- 93 The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be 2.
- 94 The continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose.
- 95 The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.
- 96 The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors.
- 97 A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
- 98 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 99 All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
- 100 A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

*Secretary*

- 101 The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. The First Secretary of the Company shall be Sovereign Secretaries (HK) Limited.
- 102 A provision of the Ordinance or these regulations requiring or authorizing a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

*The Seal*

103 The directors shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a director and shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose.

*Dividends and Reserve*

104 The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.

105 The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

106 No dividend shall be paid otherwise than out of profits in accordance with the provisions of Part IIA of the Ordinance.

107 The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to time think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

108 Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

109 The directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

110 Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the directors.

111 Any dividend, bonus, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of 2 or more joint holders may give effectual receipts for any dividends, bonuses, interest or other moneys payable in respect of the shares held by them as joint holders.

112 No dividend shall bear interest against the company.

*Accounts*

113 The directors shall cause proper books of account to be kept with respect to-

- (a) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the company; and
- (c) the assets and liabilities of the company.

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

114 The books of account shall be kept at the registered office of the company, or, subject to section 121(3) of the Ordinance, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.

115 The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorized by the directors or by the company in general meeting.

116 The directors shall from time to time, in accordance with sections 122, 124 and 129D of the Ordinance, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

*Capitalization of Profits*

117 The company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be allotted to members of the company as fully paid bonus shares.

118 Whenever such a resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully-paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up. of

any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

*Audit*

- 19 Auditors shall be appointed and their duties regulated in accordance with sections 131, 132, 133, 140, 140A, 140B and 141 of the Ordinance.

*Notices*

- 20 A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within Hong Kong) to the address, if any, within Hong Kong supplied by him to the company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
- 121 A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.
- 122 A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within Hong Kong supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 123 Notice of every general meeting shall be given in any manner hereinbefore authorized to-
- (a) every member except those members who (having no registered address within Hong Kong) have not supplied to the company an address within Hong Kong for the giving of notices to them;
  - (b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
  - (c) the auditor for the time being of the company.
- No other person shall be entitled to receive notices of general meetings.

*Winding up*

- 124 If the company shall be wound up the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Ordinance, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall

think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

*Indemnity*

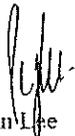
- 125 Every director, managing director, agent, auditor, secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in relation to the company in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 358 of the Ordinance in which relief is granted to him by the court.

-----  
NAMES, ADDRESSES AND  
DESCRIPTIONS OF SUBSCRIBERS  
-----



Pei Yin Lee  
For and on behalf of  
MIDLAND INVESTMENTS LIMITED  
2B Mansion House  
143 Main Street  
Gibraltar

Limited Company



Pei Yin Lee  
For and on behalf of  
VICTORIA INVESTMENTS LIMITED  
2B Mansion House  
143 Main Street  
Gibraltar

Limited Company

-----  
Dated this 4th day of May 1999

Witness to the above signatures:



Angel Ho Kit Ying  
Sovereign Trust International  
Suites 1-3, 16/F, Kinwick Centre  
32 Hollywood Road  
Central, Hong Kong

Administrator

# EXHIBIT C



No. of Shares  
-990-

No. of Certificate  
-1-

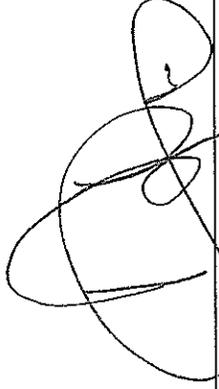
# YAHOO! HOLDINGS (HONG KONG) LIMITED

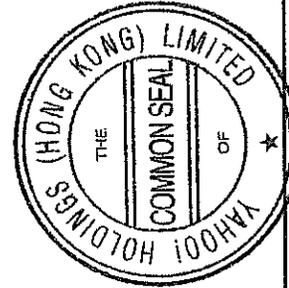
*Incorporated under the laws of Hong Kong*

**THIS IS TO CERTIFY that Yahoo! International Subsidiary Holdings, Inc of 3420 Central Expressway, Santa Clara, California 95051, U.S.A, is the Registered Proprietor of Nine Hundred and Ninety Ordinary Shares of HK\$1.00 each in the above named Company, issued subject to the Memorandum and Articles of Association of the Company.**

**GIVEN under the common seal of the Company,  
on this 11th day of May 1999.**

  
For & On Behalf Of  
**Sovereign Managers Limited**  
Director

  
For & On Behalf Of  
**Sovereign Secretaries (HK) Limited**  
Company Secretary





No. of Certificate  
-2-

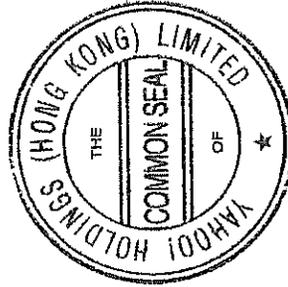
No. of Share  
-10-

# YAHOO! HOLDINGS (HONG KONG) LIMITED

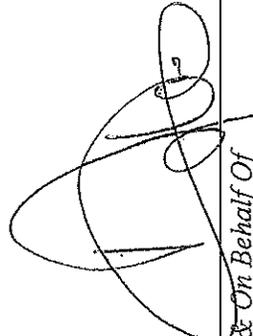
*Incorporated under the laws of Hong Kong*

**THIS IS TO CERTIFY** that **Yahoo! Inc** of 3420 Central Expressway, Santa Clara, California 95051, U.S.A. is the Registered Proprietor of **Ten Ordinary Shares** of HK\$1.00 each in the above named Company, issued subject to the Memorandum and Articles of Association of the Company.

**GIVEN** under the common seal of the Company,  
on this 11<sup>th</sup> day of May 1999.



  
\_\_\_\_\_  
For & On Behalf Of  
**Sovereign Managers Limited**  
Director

  
\_\_\_\_\_  
For & On Behalf Of  
**Sovereign Secretaries (HK) Limited**  
Company Secretary

# EXHIBIT D

COPY

正本  
ORIGINAL

XXXXXX  
XXXXXX

FORM 2  
《商業登記條例》(第310章)  
BUSINESS REGISTRATION ORDINANCE (Chapter 310)

《商業登記規例》  
BUSINESS REGISTRATION REGULATIONS

商業/分行登記證  
Business Branch Registration Certificate



業務/法團所用名稱  
Name of Business/  
Corporation  
雅虎香港有限公司  
YAHOO! HONG KONG LIMITED

業務/分行名稱  
Business/  
Branch Name  
\*\*\*\*\*

地址  
Address  
FLAT/RM 2802 28/F  
SUNNING PLAZA  
10 HYSAN AVENUE  
CAUSEWAY BAY HK

業務性質  
Nature of Business  
GENERAL TRADING

法律地位  
Status  
BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
10/05/2007	09/05/2008	30086703-000-05-07-5	\$2,600 (登記費 FEE = \$2,000 (徵費 LEVY = \$ 600

請注意下列《商業登記條例》的規定 (SEE OVERLEAF FOR ENGLISH VERSION)

- 第6(5)條 規定就任何業務發出商業登記證或分行登記證，不得當作隱含以下意思：有關該業務或經營該業務的人或受僱於該業務的僱員的任何法律規定已獲遵從。
- 第7(2)條 規定任何總管業務人士，倘在現有商業登記證期滿後未有收到繳款通知書，須於1個月內以書面通知稅務局局長。
- 第8條 規定凡申請登記表格內所列業務詳情有任何變更時或凡某項業務業已結束，任何經營有關業務的人或任何在結束前經營該項業務的人須於該變更發生時或該項業務結束時起計1個月內，以書面通知局長。
- 第12條 規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。
- 第15(1)條 規定對觸犯本條例者可施行的罰則，包括罰款\$5,000及監禁1年。
- 第21條 規定須將收取徵費所得的全部款項撥付破產欠薪保障基金。

繳款時請將此商業登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業登記證。  
PLEASE PRODUCE THIS CERTIFICATE AND DEMAND NOTE INTACT AT TIME OF PAYMENT. THIS DEMAND NOTE WILL ONLY BECOME A VALID BUSINESS REGISTRATION CERTIFICATE UPON PAYMENT.

摺印所示登記費及徵費收訖。(請參閱背頁繳款辦法所載內容)  
RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES. (Please see payment instructions overleaf.)

IR.D.B. 101 (7/2006) 51805105 404560 010

52 10 00 9

# EXHIBIT E

To be posted up in a conspicuous place of the place of employment.  
此表格應張貼於僱傭地點的當眼地方

HR24(AFC)06/06/01-07/10(K)

**EMPLOYEES' COMPENSATION ORDINANCE**  
僱員補償條例



(CHAPTER 282)  
(香港法例 282 章)

**NOTICE OF INSURANCE**  
保險通告

For the purpose of Section 41 of the Employees' Compensation Ordinance  
遵照僱員補償條例第 41 條所規定

Yahoo! Hong Kong Limited

Name of Employing Company / Person  
僱用公司名稱 / 僱主姓名

Place of Employment  
僱用地點

12/F., 21/F., 27/F. and 28/F., Sunning Plaza, 10 Hysan Avenue, Causeway Bay, Hong Kong.

Name of Insurer  
承保人名稱

**MSIG INSURANCE (HONG KONG) LIMITED**

Policy Number  
保險單號碼

61042097

Date of Issue of Policy  
保險單發出日期

16/05/2007

Date of Commencement of Insurance Policy  
保險單生效日期

01/05/2007

Date of Expiry of Insurance Policy  
保險單屆滿日期

30/04/2008

Number of Employees Insured  
承保的僱員人數

-All-

Amount of Liability Insured  
就有關法律責任投保的款額

HK\$100 Million any one event

Chap of Company:  
公司蓋印

Signed for Employing  
Company/Person :  
僱用公司 / 僱主簽署

Name of Signatory:  
簽署人姓名

Position:  
職位

Date:  
日期

Note : Any employer who without reasonable excuse provides any false or misleading information in this notice commits an offence and is liable to a fine of \$50,000.

# EXHIBIT F



強制性公積金計劃管理局  
MANDATORY PROVIDENT FUND SCHEMES AUTHORITY

強制性公積金計劃條例(第485章)  
Mandatory Provident Fund Schemes Ordinance (Cap. 485)

參與證明書  
Participation Certificate

證明書編號:

Certificate no.: 0366367

本證明書乃根據《強制性公積金計劃(一般)規例》第 124(1) 條發給下述參與以下根據《強制性公積金計劃條例》註冊的公積金計劃的僱主。

This certificate is issued under section 124(1) of the Mandatory Provident Fund Schemes (General) Regulation in respect of the participation of the employer named below in the following specified scheme which is registered under the Mandatory Provident Fund Schemes Ordinance:

參與號碼:

Participation Number: BR300867030001

註冊計劃名稱:

Name of the Registered Scheme: 滙豐強積金智選計劃  
HSBC MANDATORY PROVIDENT FUND - SUPERTRUST PLUS

參與僱主名稱:

Name of the Participating Employer: YAHOO! HONG KONG LIMITED

由強制性公積金計劃管理局於 2007 年 2 月 28 日發出。

Issued by the Mandatory Provident Fund Schemes Authority on 28 February 2007.

A handwritten signature in black ink, appearing to read 'Michelle Leung', is written over a faint circular stamp.

(梁秀璧)

(Michelle LEUNG)

強制性公積金計劃管理局  
Mandatory Provident Fund Schemes Authority

# EXHIBIT G



公司註冊處  
Companies Registry

周年申報表  
Annual Return  
(公司條例第 107(1)條)  
(Companies Ordinance s. 107(1))

COPY

表格  
Form **AR1**

**重要事項 Important Notes**

- 填表前請參閱〈填表須知〉。  
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.  
Please print in black ink.

公司編號 Company Number  
675151

**1 公司名稱 Company Name**

雅虎香港有限公司  
YAHOO! HONG KONG LIMITED

(註 Note 8)

**2 商業名稱 Business Name**

N/A

**3 公司類別 Type of Company**

請在有關空格內加 ✓ 號 Please tick the relevant box

- 有股本的私人公司 Private Company having a share capital  
 其他 Others

**4 本申報表日期 Date of this Return**

本申報表列載公司截至右列日期為止的資料  
The information in this Return is made up to

10	05	2007
日 DD	月 MM	年 YYYY

(如屬有股本的私人公司，本申報表應列載截至公司成立為法團的周年日期的資料。如屬其他公司，所列載的資料則應截至公司周年大會日期或以代替周年大會的書面決議的日期為止。  
For a private company having a share capital, the information in this Return should be made up to the anniversary of the date of incorporation. For other companies, the information should be made up to the date of the annual general meeting (AGM) or the date of written resolution passed in lieu of AGM.)

(註 Note 9)

**5 註冊辦事處地址 Address of Registered Office**

Room 2802, 28/F., Sunning Plaza, 10 Hysan Avenue, Causeway Bay, Hong Kong

(註 Note 10)

**6 電郵地址 E-mail Address**

(註 Note 3)

**提交人的資料 Presenter's Reference**

姓名 Name: Acumen Consultants Limited  
地址 Address: 1/F., Sunning Plaza, 10 Hysan Avenue,  
Causeway Bay, Hong Kong  
電話 Tel: 2894-6806 傳真 Fax: 2504-3308  
電郵地址 E-mail Address:  
檔號 Reference: (CECIL) / Y02590014 / 21/06/2007

請勿填寫本

Your Receipt  
Companies Registry  
H.K.

01/06/2007 10:22:39  
Submission No.: 227063484/2  
CR NO.: 0675151  
Sh. Form.: AR1L  
-----  
Revenue Code Amount(HKD)  
-----  
07 \$105.00  
-----  
Receipt No. Method Amount(HKD)  
-----  
272270092011 Cash \$105.00  
-----  
Total Paid \$105.00  
=====

指明編號 2/2004 (修訂) (2004 年 2 月)  
Specification No. 2/2004 (Revision) (Feb. 2004)

表格  
Form **AR1**

公司編號 Company Number

675151

**7 按揭及押記 Mortgages and Charges**

截至本申報表日期，所有須根據《公司條例》第 80 及第 82 條規定向公司註冊處處長登記的按揭及押記的未償還總額

Total Amount outstanding as of the Date of this Return on all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to sections 80 and 82 of the Companies Ordinance

NIL

註 Note 11) **8 無股本公司的成員數目 Number of Member(s) of a Company Not Having a Share Capital**  
(有股本的公司毋須填報此項 Company having a share capital need not complete this section)

截至本申報表日期的成員數目

Number of member(s) as at the Date of this Return

註 Note 12) **9 股本 Share Capital**  
(無股本的公司毋須填報第 9 及第 10 項 Company not having a share capital need not complete sections 9 & 10)

截至本申報表日期 As at the Date of this Return					
股份類別 Class of Shares	法定股本 Authorized Share Capital	已發行股本 Issued Share Capital			
	總面值 Total Nominal Value †	已發行 股份數目 Number of Shares Issued  (a)	每股已 發行股份 的面值 Nominal Value of Each Share Issued † (b)	已發行股份的 總面值 Total Nominal Value of Shares Issued †  (a) x (b)	已發行股份的 已繳股款總值 (不包括溢價) Total Paid up Value of Shares Issued † (excluding premium)
Ordinary	HKD1,000.00	1,000	HKD1.00	HKD1,000.00	HKD1,000.00
總值 Total	HKD1,000.00	1,000		HKD1,000.00	HKD1,000.00

† 請註明貨幣單位(例如：港元、美元)  
Please specify the currency (e.g. HKD, USD)

表格  
Form **AR1**

公司編號 Company Number

675151

(註 Note 13) **10 有股本公司的成員詳情 Details of Member(s) of a Company Having a Share Capital**  
(如未能盡錄於下列表格內，請用續頁 A 填報 Use Continuation Sheet A if there is insufficient space)

截至本申報表日期的成員詳情 Details of Member(s) as at the Date of this Return

股份類別 Class of Shares

Ordinary

如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併填報；股份受讓人的姓名／名稱請在「備註」一欄註明。  
If there have been any transfers of the company's shares since the date of the last Annual Return (or since incorporation if this is the first Annual Return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

姓名／名稱 Name	地址 Address	股份 Shares			備註 Remarks
		現時持有量 Current Holding	轉讓 Transferred		
			數目 Number	日期 Date	
Yahoo! International Subsidiary Holdings, Inc.	701 First Ave., Sunnyvale CA 94089, U.S.A.	990			
Yahoo! Inc.	701 First Ave., Sunnyvale CA 94089, U.S.A.	10			
總數 Total		1,000			



表格  
Form **AR1**

公司編號 Company Number

675151

12 董事 Director

A. 個人董事 Individual Director

(如超過兩名個人董事，請用續頁 C 填報 Use Continuation Sheet C if more than 2 individual directors)

(註 Note 19)

1 身份  
Capacity

董事  
Director

候補董事  
Alternate Director

代替 Alternate to

N/A

中文姓名  
Name in Chinese

(Nil)

英文姓名  
Name in English

CUTHBERT	Patricia
姓氏 Surname	名字 Other Names

前用姓名  
Previous Names

(Nil)

別名  
Alias

(Nil)

(註 Note 20)

住址  
Residential  
Address

2365 Ramona Street, Palo Alto, CA 94301	U.S.A.
	國家 Country

(註 Note 21)

電郵地址  
E-mail Address

(Nil)

(註 Note 22)

身份證明 Identification

a 香港身份證號碼  
Hong Kong Identity Card Number

(Nil)

b 海外護照  
Overseas Passport

UK	704276730
簽發國家 Issuing Country	號碼 Number

表格 Form **AR1**

公司編號 Company Number

675151

12 董事 Director (續上頁 cont'd)

(註 Note 19)

2 身份 Capacity

董事 Director

候補董事 Alternate Director

代替 Alternate to

N/A

中文姓名 Name in Chinese

(Nil)

英文姓名 Name in English

SAMWAY	Michael A.
姓氏 Surname	名字 Other Names

前用姓名 Previous Names

(Nil)

別名 Alias

(Nil)

(註 Note 20)

住址 Residential Address

114 - 8th Terrace, Miami Beach, Florida 33139	U.S.A.
	國家 Country

(註 Note 21)

電郵地址 E-mail Address

(Nil)

(註 Note 22)

身份證明 Identification

a 香港身份證號碼 Hong Kong Identity Card Number

(Nil)

b 海外護照 Overseas Passport

U.S.A.	045296817
簽發國家 Issuing Country	號碼 Number

表格  
Form **AR1**

公司編號 Company Number

675151

12 董事 Director (續上頁 cont'd)

B. 法人團體董事 Corporate Director

(如超過兩名法人團體董事，請用續頁 D 填報 Use Continuation Sheet D if more than 2 corporate directors)

(註 Note 19) 1 身份 Capacity  董事 Director  候補董事 Alternate Director 代替 Alternate to

中文名稱 Name in Chinese

英文名稱 Name in English

(註 Note 23) 地址 Address 國家 Country

(註 Note 21) 電郵地址 E-mail Address

公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)

(註 Note 19) 2 身份 Capacity  董事 Director  候補董事 Alternate Director 代替 Alternate to

中文名稱 Name in Chinese

英文名稱 Name in English

(註 Note 23) 地址 Address 國家 Country

(註 Note 21) 電郵地址 E-mail Address

公司編號 Company Number (只適用於在香港註冊的法人團體) (Only applicable to body corporate registered in Hong Kong)



表格  
Form **AR1**

公司編號 Company Number

675151

**13 登記冊 Registers**

公司備存下列登記冊的地址(如並非備存於第 5 項的註冊辦事處內)  
Address where the following registers of the company are kept (If not kept at the Registered Office in Section 5)

登記冊 Register	地址 Address
a 成員登記冊 Register of Members	N/A
b 債權證持有人登記冊 (如有的話) Register of Debenture Holders (if any)	N/A

(註 Note 24) **14 隨表提交的帳目所涵蓋的會計結算始末日期**  
**Period Covered by Accounts Submitted with this Form**  
(私人公司毋須填報此項 A private company need not complete this section)

			至 To			
日 DD	月 MM	年 YYYY		日 DD	月 MM	年 YYYY

**15 證明書 Certificate**

(此項證明只適用於私人公司。如不適用，請刪去此項。)  
(This Certificate should only be completed in respect of a private company. If not applicable, please delete.)

本人證明公司自上一份周年申報表日期以來(如屬首份周年申報表，則自成立為法團以來)，並無發出任何文件，邀請公眾人士認購公司任何股份或債權證；同時如成員數目於本申報表日期超過五十，則所超出的成員，全是根據《公司條例》第 29(1)(b)條不須計算入該五十名額內的人士。  
I certify that the company has not, since the date of the last Annual Return (or since incorporation if this is the first Annual Return), issued any invitation to the public to subscribe for any shares or debentures in the company and that if the number of members is in excess of 50 as at the Date of this Return, the excess are persons who under section 29(1)(b) of the Companies Ordinance are not to be included in the calculation of 50.

本申報表包括 \_\_\_\_\_ 張續頁 A、\_\_\_\_\_ 張續頁 B、\_\_\_\_\_ 張續頁 C 及 \_\_\_\_\_ 張續頁 D。

This Return includes (Nil) Continuation Sheet(s) A, (Nil) Continuation Sheet(s) B, 1 Continuation Sheet(s) C and (Nil) Continuation Sheet(s) D.

Pls sign X  
簽署 Signed : \_\_\_\_\_  
姓名 Name : TSOU Kai-Lien  
董事 Director / 秘書 Secretary \*

Pls complete X  
日期 Date : 18/05/07  
日 DD / 月 MM / 年 YYYY

\*請刪去不適用者 Delete whichever does not apply

表格  
Form **AR1**

(續頁 C Continuation Sheet C)

本申報表日期 Date of Return

10	05	2007
日 DD	月 MM	年 YYYY

公司編號 Company Number

675151
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**個人董事詳情 (第 12A 項) Details of Individual Director (Section 12A)**

(註 Note 19)

身份 Capacity	<input checked="" type="checkbox"/> 董事 Director	<input type="checkbox"/> 候補董事 Alternate Director	代替 Alternate to  N/A
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中文姓名 Name in Chinese	(Nil)
-------------------------	-------

英文姓名 Name in English	TSOU	Kai-Lien
	姓氏 Surname	名字 Other Names

前用姓名 Previous Names	(Nil)
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別名 Alias	(Nil)
-------------	-------

(註 Note 20)

住址 Residential Address	13F., 197, Sec. 2 An-Ho Road, Taipei	Taiwan
		國家 Country

(註 Note 21)

電郵地址 E-mail Address	(Nil)
------------------------	-------

(註 Note 22)

身份證明 Identification		
a 香港身份證號碼 Hong Kong Identity Card Number	(Nil)	
b 海外護照 Overseas Passport	Peublic of China	210825339
	簽發國家 Issuing Country	號碼 Number

# EXHIBIT H

## Yahoo! Hong Kong Terms of Service

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### 1. ACCEPTANCE OF TERMS

Yahoo! Hong Kong Limited ("Yahoo!") welcomes you. Yahoo! provides you with its service subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice. You can review the most current version of the TOS at any time at: <http://hk.yahoo.com/info/utos.html>. In addition, when using particular Yahoo! owned or operated services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS. Yahoo! may also offer other services that are governed by different Terms of Service.

### 2. DESCRIPTION OF SERVICE

Yahoo! provides users with access to a rich collection of resources, including various communications tools, forums, shopping services, search services, personalised content and branded programming, through its network of properties which may be accessed through any medium or device now known or hereafter developed ("the Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Yahoo! to provide the Service. You also understand and agree that the Service may include certain communications from Yahoo!, such as service announcements, administrative messages and the Yahoo! Newsletter, that these communications are considered part of Yahoo! membership and that you shall not be able to opt out of receiving them.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Yahoo! properties, shall be subject to the TOS. You understand and agree that the Service is provided "as is" and that Yahoo! assumes no responsibility for the timeliness, deletion or failure to deliver or store any user communications or personalisation settings. Yahoo! reserves the right to suspend any part of the Service for the purpose of repairs and

maintenance, upgrades or otherwise, as it sees fit without any prior notice to you. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Please be aware that Yahoo! has created certain areas in the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes any portion of the Service (including your Yahoo! ID), use of the Service, or access to the Service. You agree that, except as otherwise expressly provided in these TOS, there shall be no third-party beneficiaries to this agreement.

### 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Yahoo! has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Yahoo! has the right to suspend or terminate your account and refuse any or all current or future use of the Service (or any portion thereof). Yahoo! is concerned about the safety and privacy of all its users, particularly children.

### 4. PRIVACY

Registration Data and certain other information kept by Yahoo relating to you are subject to personal data laws and our Privacy Policy. For more information, see our full privacy policy at <http://hk.yahoo.com/docs/info/privacy.html>.

## 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Yahoo! of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Yahoo! cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

## 6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, videos, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Yahoo!, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Yahoo! does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances shall Yahoo! be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, devious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;

- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- d. impersonate any person or entity, including, but not restricted to, a Yahoo! official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available, under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as Yahoo! Shopping) that are designated for such purpose (please read our complete Spam Policy);
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations for networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to any rules of any national or other securities exchange, and any regulations having the force of law;

- l. "stalk" or otherwise harass another person; and/or
- m. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs (a) to (l) above.

You acknowledge that Yahoo! may or may not pre-screen Content, but that Yahoo! and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, Yahoo! and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Yahoo! or submitted to Yahoo!, including without limitation information in Yahoo! Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that Yahoo! may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Yahoo!, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes in order to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Yahoo! and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded in the Service. Any unauthorised reproduction,

publication, further distribution or public exhibition of the materials provided in the Service, in whole or in part, is strictly prohibited.

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Yahoo! through its suggestion or feedback web pages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Yahoo! is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Yahoo! shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Yahoo! may already possess something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Yahoo! without any obligation of Yahoo! to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Yahoo! under any circumstances.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND NATURE OF COMMUNICATIONS ON YAHOO! NETWORK

When you register with Yahoo!, you acknowledge that in using Yahoo! services to send electronic communications (including but not limited to email, search queries, sending messages to Yahoo! Groups, uploading photos and files to Yahoo! Groups or Briefcase, and other Internet activities), you will be causing communications to be sent through Yahoo!'s computer networks located in Hong Kong or regions outside Hong Kong. As a result, and also as a result of Yahoo!'s network architecture and business practices and the nature of electronic communications, even communications that seem to be from Hong Kong can result in the transmission of international communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to these Terms of Service, you acknowledge that use of the service results in international data transmissions.

Yahoo! Messenger, including any web-based versions, will allow you and the people with whom you communicate to save your conversations in your Yahoo! accounts located on Yahoo! servers. This means you can access and search your message history from any

computer with access to the Internet. Whether or not you use this feature, other users may choose to use it, too, to save conversations with you in their account on Yahoo! Your agreement to these TOS constitutes your consent to allow Yahoo! to store these communications on its servers. From time to time, Yahoo! will send you notice through the Yahoo! Messenger Service, to let you know about important changes to the Yahoo! Messenger or related Services. Such messages may not be received if you violate these TOS by accessing the Service in an unauthorised manner. Your agreement to these TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorised manner.

Recognising the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or Hong Kong or the country or region in which you reside.

#### 8. PUBLIC INFORMATION POSTED ON YAHOO

(a) Yahoo! does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Yahoo! the following worldwide, royalty-free and non-exclusive licence(s), as applicable:

(b) With respect to Content, you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, the licence to use, distribute, reproduce, modify, reformat, translate, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This licence exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.

(c) With respect to Content other than photos, graphics, audio or video, you submit or make available for inclusion on publicly accessible areas

of the Service other than Yahoo! Groups, the perpetual and irrevocable licence (a) to use, distribute, reproduce, modify, adapt, reformat, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed; and (b) to allow others to do the same specified above herein.

"Publicly accessible" areas of the Service are those areas of the Yahoo! network of properties that are intended by Yahoo! to be available to the general public. By way of example, publicly accessible areas of the Service would include Yahoo! Message Boards and Yahoo! Groups, Photos and Briefcase which are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of Yahoo! Groups that are limited to members, Yahoo! services intended for private communication such as Yahoo! Mail or Yahoo! Messenger, or areas of the Yahoo! network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Yahoo!.

## 9. AUCTION

Yahoo Auction is a mode of buying and selling commodities through the Internet. Yahoo! provides Yahoo Auctions only as a platform for our users to connect with one another. Yahoo! does not screen, examine or control the commodities provided and the contents of any advertisements regarding such commodities or the qualifications of persons participating in the auction, nor does Yahoo! make any commitment or guarantees. Therefore, before participating in Yahoo Auction, you must carefully read, understand and agree to the following terms and rules regarding Yahoo Auction.

### *WHO IS QUALIFIED TO PARTICIPATE IN YAHOO AUCTION?*

Since the buyer and seller making use of Yahoo Auction (hereinafter referred to as the "Auction Service") shall directly enter into a contract with each other, they must be adults. By clicking the button marked "Agree", you immediately confirm that you have reached the age of 18. You must provide your real name and email address and mobile phone number for Auction Service registration purposes.

### *FEES FOR USING YAHOO AUCTION*

Yahoo! may charge appropriate fees in respect of some auction services, which are listed on Yahoo Auction sites. All expenses and taxes incurred as a result of your participation in the Auction Service shall be borne by yourself.

### *POLICIES AND RULES*

You shall comply with all applicable policies and rules regarding your use of Yahoo! Auctions, including rules for listings that are prohibited for sale, as well as other rules for use of auction service and listings. These policies and rules are listed on Yahoo! Auctions sites.

### *GENERAL EXEMPTION CLAUSES*

Yahoo is not auctioneer and will not become involved in the actual transaction conducted between a buyer and a seller, including but not limited to delivery and payment, refund, warranty of any goods or other transaction terms and matters. Yahoo does not have any power to control the quality, safety or legality of any commodity mentioned in an advertisement, the truthfulness and accuracy of the contents of the advertisement, a vendor's actual ability to sell the commodity that he/she advertises and a buyer's actual ability to advertise the commodity that he/she bids for. When you are using Yahoo! Auction service, you and the other party shall be fully responsible for performing each other's duties under such sales and trading transaction. Such trade is a pure personal contract between users and Yahoo has no right and shall not act for and on behalf of buyer or seller to perform any act.

Please remember that carrying on any transaction with an unknown person will incur risks and that Yahoo is unable to control such risks. Yahoo has established a system for its users to provide their feedback on their own initiative, in order to assist you in assessing your transaction targets. This, however, is not absolutely safe. You should always act in a prudent manner. Yahoo suggests that you communicate with your transaction targets in order to facilitate your assessment of the target persons. You should think carefully and act in a prudent

manner, so as to prevent an unknown person from taking advantage of you.

As Yahoo will not become involved in the transaction conducted between you and other users, you agree that Yahoo, its agents, employees and affiliates shall not bear any legal liability for all claims, demands, actual or consequential damages arising from or in relation to the contents of any advertisements, bids, completed or uncompleted transactions or commodities actually purchased and sold, irrespective of their nature or whether they are known or might occur or may have been disclosed.

#### 10. INDEMNITY

You agree to indemnify and hold Yahoo! and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### 11. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

#### 12. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Yahoo! may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Yahoo!'s servers on your behalf, and the maximum number of times (and the maximum duration

for which) you may access the Service in a given period of time. You agree that Yahoo! has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Yahoo! reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Yahoo! reserves the right, with or without notice, to modify these general practices and limits from time to time,.

### 13. MODIFICATIONS TO SERVICE

Yahoo! reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Yahoo! shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### 14. TERMINATION

You agree that Yahoo, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Yahoo believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Yahoo may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice to you. You agree that any discontinuation or termination of your access to the Service under any provision of these TOS may be effected without prior notice to you, and acknowledge and agree that Yahoo may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Yahoo shall not be liable to you or any third-party for any discontinuation or termination of your access to the Service or the deactivation or deletion of your account and related information and files.

### 15. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Yahoo! shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

#### 16. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Yahoo! has no control over such sites and resources, you acknowledge and agree that Yahoo! is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Yahoo! shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### 17. YAHOO!'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Yahoo! or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Yahoo! grants you a personal, non-transferable and non-exclusive right and licence to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer,

reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Yahoo! for use in accessing the Service.

#### 18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YAHOO SHALL PERFORM ITS SERVICE-RELATED OBLIGATIONS IN ACCORDANCE WITH THIS TOS, BUT SUBJECT TO REASONABLE CARE AND SKILL WHEN DELIVERING ITS RELATED SERVICE TO YOU. NOTHING IN THIS TOS EXCLUDES OR RESTRICTS YAHOO'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM YAHOO'S NEGLIGENCE, FRAUD OR OTHER DUTIES THAT CANNOT BE EXCLUDED NOR RESTRICTED UNDER APPLICABLE LAW.
- b. YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR

COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH MATERIAL.

- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YAHOO! OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

#### 19. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv)

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE SAVE AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

## 20. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

## 21. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 18 and 19 again. They apply to you in two ways. In addition, for this type of information in particular, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investment purposes. Yahoo! shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

## 22. NOTICE

Notices to you may be given via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

## 23. TRADEMARK INFORMATION

Yahoo!, the Yahoo! logo, Yahoo! in Chinese Characters, the "Jumpin Y Guy" logo, Do you Yahoo!?, Y!, Y! stylized, My Yahoo!, Eyeballs design, Homework Answers, The Scoop, Get Local, the Worlds Favorite

Internet Guide, the Sunglasses design, e Cafe? Yahoo!, Viaweb, Shop Find, EZSpree, EZWheels, I Shops, Permission Marketing, Yoyodyne, Get Rich Click, and Geocities trademarks and service marks, and other Yahoo! logos and product and service names are trademarks of Yahoo! Inc. (the "Yahoo Marks"). Without Yahoo's prior written permission, you agree not to display or use or otherwise deal with the Yahoo Marks in any manner or represent or hold out that you have any right to display, use or otherwise deal with the same.

#### 24. COPYRIGHTS AND COPYRIGHT AGENTS

Yahoo! respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Yahoo!'s Copyright Agent with the following information:

1. an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or are authorised to act on the copyright owner's behalf.

Yahoo!'s Agent for Notice of claims of copyright infringement can be sent via email to [hk-privacy@cc.yahoo-inc.com](mailto:hk-privacy@cc.yahoo-inc.com).

#### 25. GENERAL INFORMATION

*Entire Agreement.* The TOS constitutes the entire agreement between you and Yahoo! and governs your use of the Service, superseding any prior agreements between you and Yahoo! with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo! services, affiliated services, third-party content or third-party software.

*Choice of Law and Forum.* The TOS and the relationship between you and Yahoo! shall be governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") without regard to its conflict of law provisions. You and Yahoo! agree to submit to the personal and exclusive jurisdiction of the courts in Hong Kong.

*Waiver and Severability of Terms.* The failure of Yahoo! to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## 26. VIOLATIONS

Please report any violations of the TOS to our Customer Care group.

27. OTHER TERMS

- In case of any inconsistency between the English and Chinese version of this TOS, the Chinese version shall prevail.

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