



## **MEMORANDUM**

**and**

## **ARTICLES OF ASSOCIATION**

**of**

## **ASIA PACIFIC ALLIANCE FOR THE CONTROL OF INFLUENZA (APACI) LIMITED**

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**Incorporated the 14<sup>th</sup> day of April , 2011**

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THE COMPANIES ORDINANCE (CHAPTER 32)

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**Company limited by Guarantee and not  
having a share capital**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**ASIA PACIFIC ALLIANCE FOR THE CONTROL OF INFLUENZA  
(APACI) LIMITED**

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1. The name of the Company (hereinafter called “the Foundation”) is ASIA PACIFIC ALLIANCE FOR THE CONTROL OF INFLUENZA (APACI) LIMITED.
2. The registered office of the Foundation will be situated in Hong Kong.
3. The objects for which the Foundation is established are to:
  - (a) increase awareness of the impact of influenza in the Asia Pacific region among healthcare professionals, their professional organisations, patient advocacy groups and the general public for the prevention and relief of sickness;
  - (b) promote and support best practice in the prevention and treatment of influenza in the Asia Pacific region for the prevention and relief of sickness;
  - (c) study the burden, impact and treatment of diseases in the Asia Pacific region for the prevention and relief of sickness;
  - (d) support the World Health Organization and local influenza foundations and similar organizations with respect to their studies, projects and activities relating to influenza for the prevention and relief of sickness; and
  - (e) carry out all other exclusively charitable purposes.
4. To further its objects but not otherwise, the Foundation may:
  - (a) purchase, take or lease, hire, or otherwise acquire, own, hold, use and occupy in Hong Kong or elsewhere any land or other real or personal property or any right or interest therein and to work, improve, maintain, develop and turn to account, sell, let, surrender, mortgage, charge dispose of or otherwise deal with the same or any other property of the Foundation;
  - (b) lease, hire, own, acquire, occupy, use, equip, construct, pull down, develop, improve, maintain, operate and turn to account any building or other premises

or facilities of any kind in Hong Kong or elsewhere for the objects of the Foundation;

- (c) purchase, take on lease, hire or otherwise acquire in any way equipment, plant, machinery, furniture, fixtures, fittings, chattels and goods of any nature or description necessary or convenient to enable the Foundation to fulfill its objects and to sell or otherwise dispose of the same;
- (d) prepare, print and publish any non-profit making periodicals, books, circulars, leaflets or other literature for the promotion of the object of the Foundation and to distribute among its members and others information on all matters affecting the said objects;
- (e) promote and hold either alone or in conjunction with any other corporation or association, or person any meeting, non-profit making exhibition or performance of any kind for furthering the Foundation's objects and the raising of money for the objects of the Foundation and to offer, give, contribute to and distribute prizes, awards and bonuses in connection therewith and to promote, give, hold or support dinners, balls and meetings of all kinds for the objects aforesaid;
- (f) make known by way of advertisement or in any other way the objects of the Foundation or any analogous activities, courses or projects which the Foundation may desire to sponsor or support;
- (g) establish, promote, maintain, manage and subscribe to any association, society or other organisation in furtherance of the objects of the Foundation provided that such association, society or organization shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 5 hereof;
- (h) account for and receive subscriptions and other contributions in all forms, whether in cash, shares, securities, rights to any shares or securities, commodities or other forms of assets, towards the cost of the activities of the Foundation and generally to raise money for the objects of the Foundation;
- (i) enter into any arrangements or contracts with any Governments or authorities, municipal, local or otherwise or with any person or company that is conducive to the objects of the Foundation or any of them and to obtain from any such Government or authority, person or company any rights, privileges or concessions which the Foundation may think desirable to obtain and to carry out exercise and comply with any such arrangements, contracts, rights, privileges and concessions;
- (j) obtain any order in Council, enactment or Ordinance for enabling the Foundation to carry out any of its objects and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Foundation's interest;

- (k) support and subscribe to any charitable institution, society or club which would further the objects of the Foundation, subject to Clause 5 hereof, to give pensions, gratuities or charitable aid to any persons employed or who have been employed by the Foundation or to the wife, widow, children or other dependents of any such employee or former employee of the Foundation; to make payments towards insurance; and to form and contribute provident and benefit funds for the benefit of any such person.
- (l) establish, promote, or assist in establishing or promoting, to subscribe to or become a member of, to support, any charitable institution provided that such association, society or organization shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 5 hereof;
- (m) invest and deal with the moneys of the Foundation not immediately required upon any kind of investments and in such reasonable and prudent manner as may from time to time be determined by the Foundation;
- (n) prudently manage the funds of the Foundation; to merge or consolidate with any charitable institution having objects similar to the objects of the Foundation and whose memorandum of association contain similar restrictions on the distribution of assets as are contained in Clause 5 hereof in such manner as may be permitted by law;
- (o) receive money on deposit or loan and borrow or raise money in such manner as the Foundation shall think fit, and in particular by the issue of nomination rights or otherwise and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Foundation (both present and future), and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Foundation of any obligation undertaken by the Foundation;
- (p) promote and assist financially by way of donations or otherwise any charitable institutions anywhere in the world provided that such association, society or organization shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 5 hereof;
- (q) repay or refund to persons who have advanced or subscribed money for the purpose of meeting the preliminary expenses of the formation of a company to be established as aforesaid the amount of the money so advanced or subscribed by them;
- (r) sell the undertaking of the Foundation or any part thereof including any shares, stocks, bonds, debentures, mortgages or other obligations or securities or any or either of them, copyrights, licences or authorities or any estate rights property privileges or assets of any kind;
- (s) accept payment for the operation or undertaking of the Foundation or any part thereof or for any property or rights sold or otherwise disposed of or dealt with

by the Foundation either in cash by instalments or otherwise or in shares or bonds of any company or corporation with or without deferred or preferred rights in respect of dividends or repayment of capital or otherwise or by means of a mortgage or by debentures, mortgage debentures or bonds of any company or partly in one mould and partly in another and generally on such terms as the Foundation may determine;

- (t) draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures and other negotiable or transferable instruments;
- (u) do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others;
- (v) subject to Clause 5 hereof, employ staff to carry out the administration and the objects of the Foundation; and
- (w) do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them;

Provided that:

- (i) In case the Foundation shall take or hold any property which may be subject to any trusts, the Foundation shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - (ii) The objects of the Foundation shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers.
  - (iii) The powers set forth in the Seventh Schedule to the Companies Ordinance are hereby excluded.
5. (a) The income and property of the Foundation, whencesoever derived, should be applied solely towards the promotion of the objects of the Foundation as set forth in this Memorandum of Association.
- (b) Subject to sub-clauses (d) and (e) below, no portion of the income and property of the Foundation shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Foundation.
- (c) No member of the Board of Directors or the governing body of the Foundation shall be appointed to any salaried office of the Foundation, or any office of the Foundation paid by fees and no remuneration or other benefit in money or money's worth (except as provided in sub-clause (e) below) shall be given by the Foundation to any member of the Board of Directors or the governing body.

- (d) Subject to sub-clause (c) above, nothing herein shall prevent the payment, in good faith, by the Foundation of reasonable and proper remuneration to any officer or servant of the Foundation in return for any services actually rendered to the Foundation.
  - (e) Nothing herein shall prevent the payment, in good faith, by the Foundation to any member of its Board of Directors of out-of-pocket expenses.
  - (f) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clauses (d) and (e) above.
6. The liability of the members is limited.
7. Every member of the Foundation undertakes to contribute to the assets of the Foundation in the event of its being wound up whilst he is a member or within one year afterwards, or payment of the debts and liabilities of the Foundation contracted before he ceased to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights of contributories amongst themselves such amount as may be required not exceeding HK\$10.00.
8. If upon the winding up or dissolution of the Foundation there remains after the satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Foundation, but shall be given or transferred to charitable institution(s) and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 5 and this Clause; such institution or institutions to be determined by the members of the Foundation at or before the time of dissolution and in default thereof by a judge of the High Court of Hong Kong Special Administrative Region.
9. True account shall be kept of the sums of money received and expended by the Foundation and matters in respect of which such receipts and expenditure take place and of the property credits and liabilities of the Foundation and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association and the by-laws of the Foundation for the time being in force shall be open to the inspection of the members. Once at least in every year the accounts of the Foundation shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

WE, the several persons whose names and addresses are given below, wish to form a company, in pursuance of this Memorandum of Association.

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Names, Addresses and Descriptions of Signatories

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(1) Name: Lance Cordner Jennings

Address: 98 Harakeke Street, Fendalton, Christchurch 8014, New Zealand

Description: Clinical Virologist

Signature:



(2) Name: David William Smith

Address: 37 Whitfield Street, Floreat, Western Australia, 6014, Australia

Description: Clinical Virologist

Signature:



(3) Name: Chan Kay Sheung Paul

Address: Flat A, 17/F, Tower 12, Pacific Palisades, 1 Braemar Hill Road, North Point, Hong Kong

Description: Clinical Virologist

Signature:



Date: 21 March 2011

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THE COMPANIES ORDINANCE (CHAPTER 32)

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**Company limited by Guarantee and not  
having a share capital**

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**ARTICLES OF ASSOCIATION**

**OF**

**ASIA PACIFIC ALLIANCE FOR THE CONTROL OF INFLUENZA  
(APACI) LIMITED**

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1. In these presents, unless the context otherwise requires, the words below shall have the meanings set opposite each of them respectively:

“the Ordinance”: The Companies Ordinance (Cap. 32).

“these presents”: These Articles of Association and the regulations of the Foundation from time to time in force.

“the Foundation”: Asia Pacific Alliance for the Control of Influenza (APACI) Limited

“the Board ”: The Board of Directors of the Foundation.

“the Office”: The registered office of the Foundation.

“the Seal”: The common seal of the Foundation.

“month”: Calendar month.

“in writing”: Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

“Members”: Members of the Foundation.

Words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and words importing persons shall include corporations.

Subject as aforesaid, these presents shall be construed with reference to the provisions of the Ordinance, and terms used in these presents, unless otherwise expressly stated,



shall be taken as having the same respective meanings as they have when used in the Ordinance.

2. There shall be no upper limit to the number of Members to the Foundation.
3. The founder members in the Memorandum of Association and such other persons, corporations or other entities, as the Board shall from time to time admit to membership shall be the Members of the Foundation.
4. Every person desirous of being admitted to membership shall submit an application in such form as the Board may from time to time prescribe.
5. The Board shall have power to invite without application and without payment of any entrance fee or subscription as patrons of the Foundation, such individuals, companies, associations, partnerships or other entities as shall have contributed to the Foundation a sum of money in an amount to be fixed by the Board from time to time or property of equivalent value. A patron shall have none of the rights or liabilities of a Member hereunder but shall have such special privileges, as the Board shall from time to time appoint. Nothing herein contained shall prevent a patron from becoming a Member of the Foundation. The Board shall have power to remove any patrons of the Foundation.
6. The Board shall have power to invite with or without application and without payment of any entrance fee or subscription persons of distinction as honorary patrons of the Foundation. Honorary patrons shall have none of the rights or liabilities of a Member hereunder but shall have such special privileges, as the Board shall from time to time appoint. The Board shall have power to remove any honorary patrons of the Foundation.
7. The Board shall from time to time determine the requirements (if any) for membership of the Foundation and for the conditions of cessation of membership thereof and shall determine the entrance fees and subscriptions (if any) payable by Members. A Member can cease his membership by giving notice in writing to the Board. Such person shall cease to be a Member immediately upon receipt of the notice by the Board.

### **General Meetings**

8. The Foundation shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than 15 months after the holding of the last preceding Annual General Meeting.
9. All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
10. The Board may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall be convened on such requisition, or in default may be convened by such requisitionists, as provided in Section 113 of the Ordinance.

11. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a special resolution and fourteen days' notice in writing at the least of every other general meeting, specifying the place, the date and the hour of meeting, and in the case of special business the general nature of that business, shall be given in the manner hereinafter mentioned to such persons as are under these presents or under the Ordinance entitled to receive such notices from the Foundation but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Ordinance in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit.
12. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or the proceedings of or any business transacted at any meeting.
13. All Members shall be entitled to notice of and to be present and vote at meetings of the Foundation.
14. The Board may invite any person, association, corporation or partnership to attend any general meetings. Such person, association, corporation or partnership shall have none of the rights or liabilities of a Member.

### **Proceedings at General Meetings**

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the auditors, the election of Directors, and the appointment of and the fixing of the remuneration of auditors.
16. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. One Member present in person or by proxy shall constitute a quorum.
17. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.
18. The Chairman, if any, of the Board shall preside as Chairman at every general meeting, but if there is no such Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some Member of the Board, or if no such Member be present, or if all the Members of the Board present decline to take the chair, the Members shall choose some Member of the Foundation who shall be present to preside.

19. 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 days or more, notice of adjourned meeting shall be given in the same manner as that of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
20. 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 upon the declaration of the results of the show of hands, demanded by the Chairman or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Foundation shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
21. Subject to the provisions of Article 22 hereof, if a poll be demanded in manner aforesaid it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
22. A poll demanded on the election of a Chairman of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken as the Chairman of the meeting directs.
23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
24. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

### **Votes of Members**

25. Subject as herein provided, every Member shall have one vote.
26. Save as herein expressly provided, no Member other than one duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Foundation in respect of his membership, shall be entitled to vote on any question, either personally or by proxy, at any general meeting.
27. In the case of joint members the vote of the senior who tenders a vote, whether in person or by proxy or by representative, shall be accepted to the exclusion of the votes

of the other joint members; and for this purpose seniority shall be determined by the order in which the names stand in the Register.

28. Votes may be given on a poll either personally or by proxy.
29. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing.
30. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than 48 hours before the time appointed 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. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
31. 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, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting at which the proxy is used.
32. 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, curator bonis, or other person in the nature of a Committee or curator bonis appointed by that Court, and any such Committee, curator bonis, or other person may, on a poll, vote by proxy.
33. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

**[NAME OF COMPANY]**

“I, \_\_\_\_\_ of \_\_\_\_\_ a Member of the above  
named Foundation hereby appoint \_\_\_\_\_ of \_\_\_\_\_ and  
failing him, \_\_\_\_\_ of \_\_\_\_\_ to vote for me on my  
behalf at the Annual or Extraordinary, or Adjourned, (as the case may be) General Meeting of  
the Foundation to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 and at every adjournment thereof.  
As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_.”

**Corporations Acting by Representatives at Meetings**

34. Any entity or corporation which is a Member of the Foundation may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any Meeting of the Foundation, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation

he represents as that corporation could exercise if it were an individual Member of the Foundation.

### **Directors**

35. The number of Directors shall be not less than two. The first Directors of the Foundation shall be appointed in writing by the Founder Members in the Memorandum and Articles of Association of the Foundation.
36. The Foundation may from time to time in general meeting increase or reduce the number of Directors and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.
37. Any casual vacancy occurring in the Board may be filled up by the Board.
38. The Board shall have power at any time, and from time to time, to appoint a person as an additional Director.
39. The Foundation may by ordinary resolution remove any Director, and may by ordinary resolution appoint another person or persons as Directors of the Foundation.

### **Management of the Foundation**

40. The operations of the Foundation shall be managed by the Board who may pay all expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Foundation as they think fit, and may exercise all such powers of the Foundation, and do on behalf of the Foundation all such acts as may be exercised and done by the Foundation and as are not by statute or by these presents required to be exercised or done by the Foundation in general meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Foundation and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Foundation in general meeting, but no regulations made by the Foundation in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

### **Proceedings of the Board**

41. The Board may meet together for the despatch of business, adjourn or otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, the quorum necessary for the transaction of the business of the Board shall be two. Questions arising at any meeting shall be decided by a majority of votes. In case of any equality of votes the Chairman shall have a second or casting vote.
42. A Director may, and on the request of a Director, at any time, summon a meeting of the Board by notice served upon all Directors. A Director who is absent from Hong Kong shall not be entitled to notice of a meeting, unless the Director has provided to

the Foundation his overseas address for receiving such notices by post or electronic means while he is absent from Hong Kong.

43. Directors may participate in any meeting of the Board by means of conference telephone or other communications equipment through which all other Directors present at the meeting can hear each other and such participation shall constitute attendance at the meeting as if those participating were present in person, provided always that the quorum was already present at the meeting
44. The Board shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Board at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within 15 minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their members to be Chairman of the meeting.
45. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Foundation for the time being vesting in the Board generally.
46. The Board may delegate any of its powers to committees consisting of a chairman who shall be a Director appointed for that purpose and such other person or persons whether Directors or Members or not as the Board shall think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board.
47. All acts bona fide done by any meeting of the Board or of any committee of the Board or by any person acting as a Director shall notwithstanding it be afterwards discovered that there was some defects in the appointment or continuance in office 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 or had duly continued in office and was qualified to be a Director.
48. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Foundation and of the Board and of all committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, shall be sufficient evidence without any further proof of the facts therein stated.
49. A resolution in writing signed by a majority of the Board for the time being or of such committee of the Board which is entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted. A written notification of confirmation of such resolution in writing sent by a Director shall be deemed to be his signature to such resolution in writing for the purposes of this

Article. Such resolution in writing may consist of several documents, each signed by one or more Directors.

### **Disqualification of Director**

50. The office of Director shall be vacated, if a Director:
- (a) becomes bankrupt; or
  - (b) has his office vacated or becomes prohibited from being a Director under any of the provisions of the Ordinance or any order made under the Ordinance;
  - (c) is found a lunatic or becomes of unsound mind;
  - (d) resigns his office by notice in writing to the Foundation; or
  - (e) is removed from his office in accordance with Article 41.
51. 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 Foundation's operations) with the Foundation 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.
52. A Director shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so his vote shall not be counted.

### **Secretary**

53. Subject to Clause 5 of the Memorandum of Association, the Secretary shall be appointed by the Board for such time, at such remuneration and upon such conditions as the Board thinks fit, and any Secretary so appointed may be removed by the Board. The Board may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the Secretary if there be no Secretary capable of acting.

### **The Seal**

54. The Seal of the Foundation shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of one Director or such other person as the Director may appoint for the purpose; and such Director or other person as aforesaid shall sign every instrument to which the Seal be so affixed in their presence, and in favour of any person bona fide dealing with the Foundation such signature or signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

### **Accounts**

55. The Board shall cause proper books of account to be kept with respect to: -

- (a) all sums of money received and expended by the Foundation and the matters in respect of which such receipts and expenditure take place;
- (b) all sales and purchases of goods by the Foundation; and
- (c) the assets and liabilities of the Foundation;

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 affairs of the Foundation and to explain its transactions.

- 56. The books of account shall be kept at the Office, or, subject to Section 121 of the Ordinance, at such other place or places as the Board shall think fit and shall always be open to the inspection of the Directors.
- 57. The Board 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 Foundation 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 rights of inspecting any accounts or books or documents of the Foundation except as conferred by statute or authorised by the Board or the Foundation in general meeting.
- 58. At the Annual General Meeting in every year the Board shall lay before the Foundation a proper income and expenditure account for the period since the last preceding account made up to a date not more than 9 months before such meeting, together with the proper balance sheet made up at the same date. Every such balance sheet shall be accompanied by proper reports of the Board and the auditors, and copies of such account, balance sheet and report (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than fourteen days before the date of the meeting be sent to all persons entitled to receive notice of general meetings of the Foundation.

### **Audit**

- 59. Auditors shall be appointed and their duties regulated in accordance with Sections 131, 140 and 141 of the Ordinance.

### **Notices**

- 60. A notice may be served by the Foundation upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the register of Members.
- 61. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office or a postal box as a prepaid letter.



62. A notice may be given by the Foundation to Joint Members by giving the notice to the Joint Member named first in the Register of Members.
63. Notices of every general meeting shall be given in same manner hereinbefore authorized to (a) every Member, and (b) the auditors for the time being of the Foundation. No other person shall be entitled to receive notices of general meetings, except such persons as may be invited by the Board to attend any particular meeting or meetings.

### **Indemnity**

64. Every member of the Board, officer or other servant of the Foundation shall be indemnified out of the funds of the Foundation against all liability incurred by him as such member of the Board, officer or servant in defending any proceedings, whether civil or criminal, in which he is acquitted or in connection with an application under Section 358 of the Ordinance in which relief is granted by the Court.

### **Dissolution**

65. Clauses 7 and 8 of Memorandum of Association relating to the winding up and dissolution of the Foundation shall have effect as if the provisions thereof were repeated in these Articles and herein set out at length.

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WE, the several persons whose names and addresses are given below, wish to form a company, in pursuance of this Memorandum of Association.

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Names, Addresses and Descriptions of Signatories

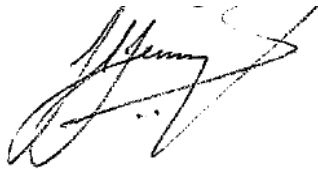
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(1) Name: Lance Cordner Jennings

Address: 98 Harakeke Street, Fendalton, Christchurch 8014, New Zealand

Description: Clinical Virologist

Signature:



(2) Name: David William Smith

Address: 37 Whitfield Street, Floreat, Western Australia, 6014, Australia

Description: Clinical Virologist

Signature:



(3) Name: Chan Kay Sheung Paul

Address: Flat A, 17/F, Tower 12, Pacific Palisades, 1 Braemar Hill Road, North Point, Hong Kong

Description: Clinical Virologist

Signature:



Date: 21 March 2011