

THE COMPANIES ORDINANCE (CHAPTER 32)

Company Limited by Guarantee and Not Having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

AIESEC Alumni Association of Hong Kong Limited

(AIESEC 香港校友會有限公司)

1. The Name of the Company is "AIESEC Alumni Association of Hong Kong Limited (AIESEC 香港校友會有限公司) (hereinafter referred as "the Association")
2. The registered office of the Association will be situated in Hong Kong.
3. The objects for which the Association is established are:
 - (a) To promote friendship and co-operations amongst past students of AIESEC in Hong Kong (hereinafter called "the AIESEC HK").
 - (b) To provide a platform through which former AIESEC members and associates can continue to interact, contribute to and actively gain from a continuing involvement with AIESEC and the Alumni of AIESEC.
 - (c) To establish closer relationship between Members of the Association, the AIESEC HK, other international AIESEC Alumni Association, and the existing students thereof.
 - (d) To provide facilities for social intercourse between Members of the Association, their friends and the community and to afford them all or any of the usual privileges, advantages, conveniences and accommodation of a club.
 - (e) To promote the ethics, values and culture of AIESEC within both the professional environments of its membership as well as other external environments.
 - (f) To establish, undertake, superintend, administer and contribute to any charitable or benevolent fund from whence may be made donations or advances to deserving persons including scholarship funds to existing students of the AIESEC HK.
 - (g) To promote the brand of AIESEC and the professionalism of the AIESEC way.

- (h) To support AIESEC HK in advisory, planning, mentoring or otherwise in such manner as may from time to time be determined.
- (i) To respect and recognize the Code of Ethics of AIESEC with overall adherence to integrity, excellence, transparency, accountability, and respect for human dignity.
- (j) To print and publish any newspapers, periodicals, books or leaflets as shall be desirable for attaining the objects of the Association.
- (k) To organize activities or events as shall be desirable for attaining the objects of the Association.
- (l) To grant bursaries, scholarships, grants, subsidies, allowances, loans (whether interest bearing or interest free) and other forms of financial assistance, including, but not limited to, the granting of guarantee for payment of passage fees and other monies for persons deemed worthy of assistance by the Association, including but not limited to students and alumni from AIESEC HK, upon such terms and conditions as the Council of the Association may decide.
- (m) To purchase, take on lease or licence or exchange, hire or otherwise acquire any real or personal estate or property which may be deemed necessary or convenient for any of the purposes of the Association and to sell, manage, lease, mortgage, dispose of or otherwise deal with the same.
- (n) To invest the moneys of the Association not immediately required upon such securities or otherwise in such manner as may from time to time be determined.
- (o) To manage, improve and maintain all or any part of the lands, buildings, easements and property of the Association and to demise, underlet, exchange, mortgage, sell or otherwise deal with and dispose of the same either together or in portions, and for such considerations as the Association may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.
- (p) To employ all such officers and staff as may be required for the purposes of the Association.
- (q) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association and to accept subscriptions, donations and any gift of property (whether of real personal or pecuniary and whether or not subject to any trust) and devises and bequests for all or any of the purposes aforesaid and to sell and dispose of, to lease and

accept surrenders of leases of and manage all real estate so received and not required to be or capable of being occupied for the purposes of the Association and generally to manage, invest and expend all monies belonging to the Association.

- (r) To grant pensions, allowances and gratuities to and to provide provident funds and other retirement benefits for employees and ex-employees of the Association or their beneficiaries.
 - (s) To amalgamate with any companies, institutions, societies or associations having exclusively charitable or benevolent objects similar to those of the Association and which shall prohibit the distribution of their income and property by way of dividend or otherwise amongst their members to an extent at least as great as is imposed upon the Association by virtue of Clause 4 hereof or to transfer all or any part of the property assets, liabilities and engagements of the Association to any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
 - (t) To open and operate banking account or accounts with any bank or banks for the purposes of the Association and for such purposes to make, give, accept, indorse, transfer, discount and negotiate bills of exchange, promissory notes, cheques or other similar instruments.
 - (u) To do all such other lawful things as are incidental or conducive to the attainment of the above objectives : Provided that no officer, member of the Council or the Executive Committee, employee of the Association or any other person (whether or not being a member of the Council or the Executive Committee of the Association) having any part in the conduct or management of the affairs or property of the Association shall be liable for breach of duty towards the Association by reason of any act or omission on the part of such officer, member of the Council or the Executive Committee, trustee, employee or other person unless it is proved that such act or omission was done, omitted or concurred in by him in bad faith and provided further that (subject and without prejudice as aforesaid) incorporation of the Association shall not diminish or impair any contract or authority exercisable by the High Court of Hong Kong over such officers, members of the Council or the Executive Committee, trustees, or employees, but (subject and without prejudice as aforesaid) they shall as regards any such property be subject jointly and separately to such control and authority as if the Association were not incorporated.
4. The income and property of the Association from whatever source derived shall be applied solely towards the promotion of the objects of the Association as set forth herein; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit,

- to the members of the Association provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association in return for any service actually rendered to the Association, nor prevent the payment of interest at a rate of 2% per annum above the prime rate established by the Hong Kong Association of Bankers on money lent or reasonable and proper rent for premises demised or let by any Member to the Association; but so that no member of the Council or the Executive Committee of the Association shall be appointed to any salaried office or to any office paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Council or the Executive Committee except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council or the Executive Committee of the Association may be a member and in which such member of the Council or the Executive Committee shall hold more than one-hundredth part of the capital, and such member of the Council or the Executive Committee shall not be bound to account for any share of profits he may receive in respect of any such payment.
5. The liability of the members is limited.
 6. Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding the sum of one hundred dollars.
 7. If upon the winding up of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions which has or have objects similar to the objects of the Association, such institution or institutions to be determined by the members of the Association before the time of dissolution, or in default thereof by a judge of the Supreme Court of Hong Kong having jurisdiction in regard to charitable funds; and if so far as effect cannot be given to the aforesaid provisions then to some charitable object.
 8. True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place, and of the property, credits, and liabilities of the Association; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, shall be open to the inspection of the members. Once at least in every year, the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more authorised Auditor or Auditors.

We, the several persons whose names, addresses, and descriptions and hereto subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association:

Name, Addresses and Descriptions of Subscribers

(Sd.) IP Agnes ()
Member from HKU
<address>

(Sd.) NG George ()
Member from HKU
<address>

(Sd.) CHEN Gifford (程俊昌)
Member from CUHK
<address>

(Sd.) TSOI Mingles (蔡明都)
Member from CUHK
<address>

(Sd.) LI Steve ()
Member from HKBU
<address>

(Sd.) TAM Dahlia ()
Member from HKBU
<address>

(Sd.) CHIU Ivan ()
Member from HKUST
<address>

(Sd.) WONG Aramis ()
Member from HKUST
<address>

(Sd.) LAM Sandy ()
Member from HKPU
<address>

(Sd.) LAW Freddy (羅偉鴻)
Member from HKPU

<address>

(Sd.) LEE Michelle ()
Member from LU
<address>

Dated the __ th day of September, 2009.

WITNESS to the above signatures:

(Sd.)

Hong Kong.

THE COMPANIES ORDINANCE (CHAPTER 32)
Company Limited by Guarantee and Not Having a Share Capital
ARTICLES OF ASSOCIATION
OF
AIESEC Alumni Association of Hong Kong Limited
(AIESEC 香港校友會有限公司)

Preliminary and Interpretation

1. These Articles shall be construed with reference to the provisions of the Companies Ordinance, (Chapter 32), and terms used in these presents shall be taken as having the same respective meanings as they have when used in that Ordinance. In these Articles, unless there be something in the subject or context inconsistent therewith:

"The Association" means the association registered as " AIESEC Alumni Association of Hong Kong Limited" (AIESEC 香港校友會有限公司)

"AIESEC" (originally an acronym for Association Internationale des Étudiants en Sciences Économiques et Commerciales') means the non-profit, non-political organization run by students and recent graduates, serving as an international platform for young people to explore and develop their potential.

"The AIESEC HK" means the local committees and the national office of AIESEC in Hong Kong.

"The Auditors" means the person or persons appointed to audit the accounts of the Association.

"The Ordinance" means the Companies Ordinance (Chapter 32), Laws of Hong Kong, for the time being in force.

"These Presents" means and includes these Articles of Association and the rules, regulations and by laws of the Association from time to time in force.

"The Council" (理事會) means the Council hereby constituted by the provisions of these Articles.

"Chairman" (理事會主席) and "Vice-Chairmen" (理事會副主席) shall mean the Chairman and the Vice-Chairmen of the Council.

"Council Member" (理事) shall mean the Member for the time being of the Council.

"Honorary Secretary" (名譽秘書) shall mean the Honorary Secretary for the time being of the Council.

"Honorary Treasurer" (名譽司庫) shall mean the Honorary Treasurer for the time being of the Council.

"Executive Committee" (幹事會) means the Executive Committee formed by virtue of the provisions of these Articles for the purpose of implementing the policies and decisions of the Council and for managing the daily affairs of the Association.

"Managing Director" (幹事會主席) and "Deputy Managing Director" (幹事會副主席) mean the Managing Director and the Deputy Managing Director of the Executive Committee.

"Member" (會員) means any person admitted to membership of the Association by virtue of the provisions of these Articles and whose name is on the Register of Members for the time being.

"Month" means a calendar month.

"Seal" means the Common Seal of the Association.

"In Writing" and "Written" mean written or printed, or partly written or partly printed, and include printing, duplicating, photostat, lithography, email, electronic format and other modes of representing or reproducing works in visible form.

Words importing the singular number only shall include the plural and vice versa.

Words denoting neuter gender shall include the masculine or feminine gender, and vice versa.

2. The Association is established for the purposes expressed in the Memorandum of Association.

Membership

3. For the purpose of registration the Association is declared to consist of an unlimited number of Members.
4. There shall be TWO classes of members of the Association, namely :-

(a) Life Member

(b) Ordinary Member

Ordinary Membership shall be open to all past students members and trainees of AIESEC and be willing to abide by the Memorandum and Articles of their Association. Life Membership shall be open to any Ordinary Member who has paid the contribution in the sum of HK\$1,000.00 to the Association and has been approved by Council.

5. The appropriate forms of application for admission to, or of nomination for membership as a Member of the Association shall be such as shall from time to time be prescribed or approved at any duly constituted meeting of the Council by a resolution passed by a majority of the whole number present; and it shall be competent for the Council at any such meeting by a like resolution to alter or add to any of the forms.
6. A candidate shall be deemed to have applied for admission to the Association when he has completed the appropriate form and has been duly proposed and seconded.
7. The Council shall have the right of refusing any application without assigning any reason therefor.
8. Every member shall from time to time notify to the Honorary Secretary a place of business or residence, and an email address to be registered as his place of address and contact correspondence, and the place and correspondence so from time to time registered shall for the purpose of the Ordinance and these presents be deemed his registered address and correspondence.
9. If a member shall fail to give a place of address and email correspondence he shall not be entitled to receive notice in advance of any of the General Meetings or other proceedings of the Association and no meeting or other proceeding shall be invalidated by reason of his not having received such notice as aforesaid.
10. A notice may be served by the Association upon any member either to his place of address or email address registered with the Association at the time being either personally, by sending it through the post or email correspondence.
11. Any Member may resign his membership by giving to the Association notice in writing to that effect. Every such notice shall take effect as on the first day of the month next after the month in which it is given.
12. The Association in General Meeting may from time to time impose reasonable conditions as regards the time and manner at and in which the accounts and books of the Association, or any of them shall be open to inspection by the Members, subject, as regards the Register of Members, annual returns, balance sheets and

the minute books of proceedings of General Meetings, to the provisions of the Ordinance. Subject to such restrictions the books and accounts shall be open to their inspection during business hours.

Membership Subscription and Call

13. Unless otherwise determined by the Association in General Meeting, the Annual Membership Fee shall be from time to time decided by the Council. The decision of the Council on the Annual Membership Fee can be overruled by a resolution being passed in the General Meeting.
14. Subscriptions are due and payable immediately upon admission to membership on an annual basis expiring in December.
15. The Council may, with sanction of a General Meeting, from time to time call upon the members, to contribute funds for the purposes of the Association or any of them.
16. A call shall be deemed to have been made at the time when the resolution of the Council making the same was passed. Twenty one days' notice of any and every call shall be given specifying the time and place of payment and to whom such call shall be paid.

Determination of Membership

17. The rights and privileges of membership shall not be transferable.
18. If any member of any class shall neglect for six months to pay any money due from him to the Association, the Council may forthwith suspend his privileges of membership and may serve upon him a notice in writing appointing a day and place for payment and a copy of this Article shall be subjoined thereto. If he continues in default for one month after service of such notice, his membership shall cease.
19. Any member who may be convicted of any indictable offense shall, ipso facto, cease to be a member of the Association. If from any cause, other than default in payment of money due to the Association it shall be considered by two or more "Council Members" that any member of any class ought to be reprimanded, suspended or removed from membership of the Association, a requisition to that effect setting forth the grounds for the requisition and signed by them shall be forwarded to the Honorary Secretary to be laid before the Council for consideration. The Council may also, if it thinks fit, initiate such requisition and statement of grounds. Such requisition shall be read by the Chairman at the next Council meeting. Should the Council resolve then or later not to proceed in the matter, such requisition shall have no effect and in such case the name of the member in question shall not be entered in the minutes. Should the Council resolve to investigate further they may at their discretion remit the matter to not less than three of their own body for enquiry and report. Should the Council find

- prima facie case for further proceedings either upon this report or upon their first consideration of the requisition and statement of grounds and resolve to proceed it shall be the duty of the Honorary Secretary to notify the member concerned that a special Council meeting is to be held in reference to the said requisition, particulars of which shall accompany such notification, and that he has the option either of retiring within fourteen days from the date of the notice, or of appearing in person before the said special Council meeting to answer the allegation or allegations contained in the said requisition. And if within that period the member sends in his resignation in writing he shall cease to be member, but otherwise at the expiration of such period a special Council meeting shall be convened for the purpose of considering the requisition, and reprimanding, suspending, expelling exonerating or otherwise dealing with the member as the special Council meeting shall decide by resolution, passed by a majority of those present, and they shall communicate and publish such decision as herein before provided.
20. Any member of any class whose membership ceases for any reason shall nevertheless remain liable to pay to the Association all moneys which at the time when his membership ceased may have been due from him.

Office

21. The Association's registered office where the management and superintendence of its business is conducted shall be in Hong Kong and the Council may at its discretion open or close subsidiary district and local offices elsewhere.

Council Members and Council

22. The Association shall have a Council to establish policies and officially represent the Association which shall consist of:
- (a) The Chairman of the Association;
 - (b) The Vice-Chairmen of the Association;
 - (c) The Honorary Treasurer of the Association;
 - (d) The Honorary Secretary of the Association; and
 - (e) Council Members
23. The government of the Association shall be by a Council composed of not less than five Council members and not more than three times of the number of local committees currently established in AIESEC HK.

24. The First Council Members shall be determined in writing by the subscribers to the Memorandum of Association and thereafter elected pursuant to these presents.
25. The Council Members shall then elect from amongst themselves a Chairman, two Vice Chairmen, a Honorary Secretary and a Honorary Treasurer and other officers as the Council may deem fit.
26. Subject to Article 22 herein, the term of office of the Council Members shall be for two years from the date of appointment or to the date of next Annual General Meeting.
27. If there is no representative from a local committee of AIESEC HK be constituted as the Council Member, the Council may nominate a Member from that local committee to become the Council Member for the current term of office in any Council Meeting.
28. Any Council Member whose membership of the Association ceases shall ipso facto vacate his office.
29. The Chairman, who retires and either does not offer himself for re-election as the Chairman or offers himself for re-election as the Chairman but is not so re-elected, shall become the Immediate Past Chairman until the person succeeding him as the Chairman retires and either does not offer himself for election as the Chairman or offers himself for re-election as the Chairman but is not so re-elected : Provided that if the person succeeding the Immediate Past Chairman as the Chairman shall die or for any reason cease to be the Chairman during his term of office, the person succeeding such person as the Chairman is deemed to be the person succeeding the Immediate Past Chairman as the Chairman for the purpose of this Article.

Powers of the Council

30. The management and control of the operation of the Association shall be vested in the Council, and the Council may exercise all such powers and do all such acts and things as the Association is, by these presents or any ordinance, authorized to exercise or do, and are not hereby or by any such ordinance directed or required to be exercised or done by the Association in General Meeting, but subject nevertheless to the provisions of any such ordinance, and of these presents, and to any regulations not being inconsistent with these presents from time to time made by the Association in General Meeting provided that no such regulation shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
31. The Council shall have power to make such rules and regulations for the management of the Association and may appoint Executive Committee or sub-committees for such special purposes with such powers as it may deem necessary and prescribe.

Proceedings of Council

32. The Council shall meet as frequent as required. Ordinarily it shall meet five times a year.
33. The Council may make such regulations as it thinks proper so to the summoning and holding of its Meetings, and for the transaction of business thereat, and it may adjourn any Meeting, and may from time to time fix the quorum necessary for the transaction of business but until it shall otherwise determine, four or one half, whichever is less of the members of the council shall form a quorum, such quorum to be maintained or the Meeting adjourned.
34. The Chairman, the Vice-Chairmen, or any two-third number of Members of the Council, may at any time summon a Special Meeting.
35. The Chairman, or in his absence, the Vice-Chairmen, shall take the chair at all Meetings of the Council; and if at any Meeting not one of them be present within ten minutes after the time appointed, those present shall choose one of the members of the Council to be chairman of the Meeting.
36. In the temporary absence of the Honorary Secretary, or his inability to act, the Council may appoint any Council Member to act in his stead; and the person so appointed may temporarily exercise all the powers and duties of the Honorary Secretary.
37. Questions arising at any meeting of the Council shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.
38. The continuing members of the Council may act, notwithstanding any vacancy in their body, provided the number be not reduced below five. If their number be reduced below five the continuing members may act for the purpose of filling vacancies in the Council or convening a General Meeting of the Association, but for no other purpose.
39. A member of the Council may at any time resign by giving notice in writing to the Honorary Secretary but shall not thereby be disqualified from being at any time thereafter to be re elected.
40. If a member of the Council shall, without leave of the Council, be absent from the Meetings for a period of six consecutive months the Council may declare his office vacant, and he shall thereupon cease to be a member of the Council.
41. (a) Minutes of the proceedings of every Council Meeting and of attendance thereat respectively, shall be recorded by the Honorary Secretary in a book kept for that purpose, and after approval at the next Council Meetings be signed by the Chairman of the Meeting at which they are read.
(b) Every such minutes, when so recorded and signed shall, in the absence of proof of error therein, be considered a correct record of that meeting.
42. The Association may by resolution at any Extraordinary General Meeting, of which due notice specifying the object has been given, remove a member of the Council from his office, but twenty one days' previous notice of intention to hold such Extraordinary General Meeting shall be given to such member. Upon such resolution being duly passed he shall cease to be a member of the Council.

43. A Member may be nominated for election upon the Council by any two Ordinary Members at such election the nomination to be sent to the Honorary Secretary in writing at least fourteen days before the date of election, together with a notification in writing from such nominee of his willingness to serve upon the council if elected.
44. All lawful acts of the Council and of its appointed Committees and agents in their respective capacity shall be valid, notwithstanding that some defects shall afterwards be discovered to have existed or to have arisen in the appointment of or by the Council in the appointment of any member of the Council or of any such Committee or agent.

Election of Council Member

45. Save and except the First Council Members, Council Members shall be elected amongst the Members at the Annual General Meeting of the Association. The candidate shall be nominated by three Council Members.
46. The election of the Council Members shall take place in the following manner:
 - (a) The election shall be held at the Annual General Meeting of the Association.
 - (b) All Members of the Association who shall have duly paid up all fees for the time being payable to the Association shall be entitled to vote at the election.
 - (c) The Chairman and the Honorary Secretary of the Association shall make all necessary arrangements for the election.
 - (d) Unless the Annual General Meeting and the Election of Council Members take place at the same time or day, Nomination of candidates for election to be an Council Member of the Association shall be in writing made by the Council together with the signature of the candidate signifying his consent to be nominated and shall reach the Honorary Secretary at the appointed time being not less than fourteen days before the date scheduled for the notification of nominations as referred to in the sub-paragraph (f) of this Article.
 - (e) The names of such candidate shall be circulated to Members of the Association by the Honorary Secretary at least twenty one days before the date of the Annual General Meeting.
 - (f) Proceedings at General Meeting shall apply to election meetings in so far as they are not contrary to the express provisions in this part of the Article.
47. The Council Members of the Association shall retire on expiration of their terms of office but shall be eligible for re-election. Retiring Council Members shall be

- notified by the Honorary Secretary of their retirement at least fourteen days before the date of the end of their terms of office.
48. If at the Annual General Meeting at which an election of Council Members ought to take place but the places of the members are not filled up, then, subject to any resolution, the Council can reduce the number of elected members, the retiring Council Member, or such of them as have not had their places filled up, shall continue in office until the Annual General Meeting in the next year, and so on from year to year until their places are filled up.
 49. If any casual vacancy shall occur the Council shall thereupon fill the vacancy in the Council Meeting, any person so appointed shall retire at the next Annual General Meeting, but shall be eligible for re-election if duly nominated.

Honorary Members and Adviser

50. The Council Member may appoint any distinguished persons to be Honorary Members or Honorary Advisers to the Association, but no honorarium shall be payable to such Honorary Members or Honorary Advisers. They may be invited to attend any Meeting of Council and of Members and to take part in the discussion but without the power of voting.

Executive Committee

51. The Association shall have an Executive Committee which shall consist of the members appointed by the Council consisting of:
 - (a) The Managing Director of the Association;
 - (b) The Deputy Managing Director of the Association;
 - (c) Committee members appointed by the Council.
52. The Executive Committee shall implement the policies and decisions as determined by the Council and shall manage the daily affairs of the Association.
53. Without prejudice to the extent of the general powers which the Council is authorised to confer on any Committee or Committees:
 - (a) Every Committee appointed shall remain in office until it is discharged by the Council. Following the Annual General Meeting the Council shall at its first meeting review its Committees and reorganise them at its discretion.
 - (b) The minutes of all Committees shall be taken and reported from time to time to the Council.

- (c) Whenever a Committee does any lawful act which the Council is authorised by these presents to do, such Committee shall do so in its own name and not in the name of the Council, but may refer to the powers herein given to it to act on behalf of the Council.
- 54. Any occasional vacancy or vacancies in any Committees may be filled up by the Council, but the continuing members of such Committee may act notwithstanding any vacancy or vacancies, so long as their number does not fall below three.
- 55. The quorum for a meeting of any Committee shall be three members personally present unless otherwise determined by the Council.

Proceedings of Executive Committee

- 56. The proceedings of the Executive Committee shall be determined by the Council.

General Meetings

- 57. (a) The Annual General Meeting of the Association shall be held in each year at such time and place as may be determined by the Council (but so that not more than fifteen months be allowed to elapse between any two Annual General Meetings) for the purpose of transacting the business of the Association, the election of the Council, and Auditors for the ensuing twelve months and of receiving the income and expenditure account and balance sheet for the past year with the Auditor's Report, and also a report from the Council on the past year's transactions and accounts.
(b) Should the Council fail to call the Annual General Meeting within the specified time, the Chairman for the time being of the Association or any five Council Members may call the same.
- 58. Any member wishing to bring before the Annual General Meeting any motion not relating to the business stated in Article 57, shall give notice of such motion to the Council through the Honorary Secretary two weeks before the date fixed for the Annual General Meeting, and no such motion shall come before the Meeting unless such notice has been given or unless the Council shall see fit to dispense with this rule in any particular case.
- 59. Extraordinary General meetings of the Association shall be held at such time and place as the Council shall from time to time appoint.
- 60. Twenty one days' notice at the least of every General Meeting specifying the day, the place, and the hour of the Meeting, and in the case of special business of the general nature of such business, shall be given to members of all classes, in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by a General Meeting, but to give such notice to or the non-receipt of such notice by any member entitled thereto shall not invalidate the proceedings at any General Meeting.

61. At any General Meeting ten Members or half of the registered members for the time being, whichever is the less, personally present shall form a quorum, such quorum to be maintained or the Meeting adjourned.
62. The Council may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meeting shall also be convened on such requisition or in default may be convened by such requisitions as provided in Section 113 of the Companies Ordinance, or at the request of at least fifty members or one tenth of members, whichever is less.
63. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the ordinary reports of the Council and Auditors, and the election of officers in the place of those retiring pursuant to the regulations herein contained.

Proceedings at General Meetings

64. The Chairman, or in his absence one of the Vice Chairmen, shall preside as Meeting Chairman at every General Meeting. If neither the Chairman nor the Vice Chairman be present within thirty minutes after the time appointed for the Meeting the members present shall choose one of their Council Members to be the Meeting Chairman of such meeting.
65. The Meeting Chairman may, with the consent of any resolution passed by that General Meeting, adjourn the same 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.
66. Questions arising at any General Meeting shall be decided on a show of hands of the members present, unless a poll is demanded by at least ten Members or one-third of the members, whichever is the less, present in person and entitled to vote and unless a poll is so demanded a declaration by the Meeting Chairman that a resolution has been carried, or carried by a particular majority, and an entry to the effect in the book of proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
67. If a poll is duly demanded, it shall be taken at such time and place immediately or after an adjournment of interval, and either by open voting or by ballot, as the Meeting Chairman directs, and the result of the poll shall be deemed the resolutions of the Meeting at which the poll was demanded.
68. The Meeting Chairman of a General Meeting shall, in case of an equality of votes whether on a show of hands or on a poll, if a poll is demanded, be entitled to a casting vote in addition to the vote to which his membership entitles him.
69. Every member shall be entitled to receive notice of and to attend every General Meeting. Every Member shall be entitled to one vote. On a poll, votes of Members must be given personally.

70. No person shall be entitled to be present or to vote on any question at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any money is due from and/or due to him to the Association.
71. At every General Meeting at which a member of Council retires from office, his retirement shall not take effect until the dissolution of the Meeting.

Seal

72. The Council shall provide for the safe custody of the seal and the seal shall not be used except by authority of a resolution of the Council and in the presence of not less than two members of the Council who shall sign every instrument to which the seal is affixed and every such instrument shall be duly recorded by the Honorary Secretary and such attestations shall be sufficient evidence of the authority to affix the seal.

Cheques

73. All cheques issued by the Association shall be signed by any two of the Honorary Treasurer, the Chairman and the Honorary Secretary of the Association.

Accounts

74. The Council shall cause true accounts to be kept of the moneys received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of the assets, credits, and liabilities of the Association and of all sales and purchases of goods by the Association. The accounts shall be closed on the 31st of March in each year, and a balance sheet containing a summary of the assets and liabilities of the Association on that day shall be prepared, together with an income and expenditure account for the year ending on that day.
75. At the Annual General Meeting in each year, or so soon thereafter as the Council shall decide, the duly audited accounts for the year ending 31st day of March last preceding such Meeting with all vouchers and receipts. and also the balance sheet, shall be presented and reported upon by the Honorary Treasurer, and at this Meeting the Auditors to the Association shall be represented.
76. A copy of the income and expenditure account and balance sheet shall, not less than twenty one days previous to each Annual General Meeting, be sent to every member entitled to receive notices of General Meetings, together with copies of the Reports of the Council and the Auditors.

77. All subscriptions and other moneys payable to the Association shall be received by the Honorary Treasurer or by such person as the Council may from time to time appoint to act temporarily in his place.
78. (a) The Council may, from time to time, make grants to the Scholarship Fund.
(b) The Council may, from time to time, reserve or set apart out of the moneys of the Association, such sums as, in its judgment are necessary or expedient, to be at the discretion of the Council applied in providing a sinking fund to pay off debentures or incumbrances of the Association, or for any other purposes of the Association; but no part of the Reserve Fund shall be employed in carrying on the current business of the Association, except in pursuance of an unanimous resolution of a Meeting of the Council, unless and until the claims, liabilities, debentures, and incumbrances or other purposes for which such Reserve Fund was set apart shall have been fully discharged, satisfied, or ended.
79. All moneys received shall be kept in an appointed bank. The receipts for all moneys coming to the Association signed by any person(s) so authorised by the Council from time to time shall be a sufficient discharge.

Audit

80. Once at least in every year the accounts of the Association shall be examined, and the correctness of the receipt and expenditure account and balance sheet ascertained by the Auditor. A copy of the audited accounts and the annual report of the Council shall be placed before the members of the Association at each Annual General Meeting.
81. The Association shall elect an auditor at the Annual General Meeting who shall be a certified public accountant. He shall retire from office at the second Annual General Meeting next after that at which he was elected, but he shall be eligible for re-election.

Notices

82. Any notice may be given by the Association to any member of the Association, either personally or by sending it through the post in a prepaid letter, envelope or wrapper, addressed to such member at its registered place or address. Any notice sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

Winding-up

83. The provisions of Clause 7 of the Memorandum of Association relating to winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

Indemnity

84. All Members of the Council and the Executive Committee of the Association for the time being shall be indemnified out of the funds of the Association against all costs, charges, losses, damages, and expenses which they or any of them shall respectively incur or be put to on account of any contract, act, deed, matter, or thing, which shall be made, done, entered into, or executed by them respectively on behalf of the Association, and shall be reimbursed by the Association all reasonable expenses incurred by them in or about any legal proceedings or arbitrations on account of the Association or otherwise in the execution of their respective office except as herein otherwise provided, and except such costs, damages, and expenses as shall happen through their respective wilful neglect or default. And they or any of them shall not be chargeable for any money which they or he shall not actually receive, nor be answerable for the act, receipt, neglect, or default of any other officer, nor for any banker, broker, collector, agent, or other person appointed by the Association with whom or into whose hands any property or moneys of the Association shall be deposited, or for the insufficiency of any security upon which any of the moneys of the Association shall be invested, nor any loss or damage which may happen except the same shall happen by or through their or his own wilful neglect or default.

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