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TOM Group Limited

TOM集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2383)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the annual general meeting (the “Annual General Meeting”) of the shareholders of TOM Group Limited (the “Company”) will be held at 18/F, Hutchison Telecom Tower, 99 Cheung Fai Road, Tsing Yi, Hong Kong on Monday, 10 May 2021 at 2:30 p.m. (or, in the event that a black rainstorm warning signal or tropical cyclone warning signal no. 8 or above is in force in Hong Kong at 11:30 a.m. on that day, at the same time and place on Tuesday, 18 May 2021), for the following purposes:

1. To consider and adopt the audited Financial Statements and the Reports of the Directors and the Independent Auditor for the year ended 31 December 2020.
2.
 - (a) To re-elect Mr. Frank John Sixt as a Non-executive Director.
 - (b) To re-elect Ms. Chang Pui Vee, Debbie as a Non-executive Director.
 - (c) To re-elect Mr. Chan Tze Leung as an Independent Non-executive Director.
3. To re-appoint the Auditor and authorise the Board to fix their remuneration.

ORDINARY RESOLUTIONS

4. To consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:

(1) **“THAT:**

- (a) subject to paragraph (b) below, a general mandate be and is hereby unconditionally given to the Directors during the Relevant Period (as hereinafter defined) to issue, allot and dispose of such number of additional shares of the Company not exceeding ten per cent. of the total number of shares of the Company in issue at the date of the passing of this Resolution (such total number to be subject to adjustment in the case of any conversion of any or all of the shares of the Company into a larger or smaller number of shares of the Company after the passing of this Resolution), such mandate to include the granting of offers, options, warrants or rights to subscribe for, or to convert any securities (including bonds and convertible debentures) into, shares of the Company which might be exercisable or convertible during or after the Relevant Period;
- (b) any shares of the Company to be allotted and issued (whether wholly or partly for cash or otherwise) pursuant to the mandate in paragraph (a) of this Resolution shall not be at a discount of more than ten per cent. to the Benchmarked Price (as hereinafter defined) of such shares of the Company; and
- (c) for the purposes of this Resolution:

“Benchmarked Price” means the price which is the higher of:

- (i) the closing price of the shares of the Company as quoted on The Stock Exchange of Hong Kong Limited on the date of the agreement involving the relevant proposed issue of shares of the Company; and
- (ii) the average closing price as quoted on The Stock Exchange of Hong Kong Limited of the shares of the Company for the five trading days immediately preceding the earliest of:
 - (A) the date of announcement of the transaction or arrangement involving the relevant proposed issue of shares of the Company;

- (B) the date of the agreement involving the relevant proposed issue of shares of the Company; and
- (C) the date on which the price of shares of the Company that are proposed to be issued is fixed.

“Relevant Period” means the period from the passing of this Resolution until whichever is the earliest of:

- (i) the conclusion of the next Annual General Meeting of the Company;
- (ii) the expiration of the period within which the next Annual General Meeting of the Company is required by law to be held; and
- (iii) the date on which the authority set out in this Resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.”

(2) **“THAT:**

- (a) subject to paragraph (b) below, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to repurchase shares of the Company in accordance with all applicable laws and the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;
- (b) the maximum number of shares of the Company to be repurchased by the Company pursuant to the approval in paragraph (a) above shall not exceed ten per cent. of the total number of shares of the Company in issue at the date of the passing of this Resolution (such total number to be subject to adjustment in the case of any conversion of any or all of the shares of the Company into a larger or smaller number of shares of the Company after the passing of this Resolution), and the said approval shall be limited accordingly; and
- (c) for the purposes of this Resolution, **“Relevant Period”** means the period from the passing of this Resolution until whichever is the earliest of:
 - (i) the conclusion of the next Annual General Meeting of the Company;

- (ii) the expiration of the period within which the next Annual General Meeting of the Company is required by law to be held; and
 - (iii) the date on which the authority set out in this Resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.”
- 5. To consider and, if thought fit, pass with or without amendments, the following resolution as a special resolution:

SPECIAL RESOLUTION

“THAT the Memorandum and Articles of Association of the Company be amended in the following manner:

- (i) Clause 2 of the Company’s Memorandum of Association be and is hereby amended by deleting the words “and Calder” in each of the first and second lines in Clause 2 and replacing them with the words “Corporate Services Limited”;
- (ii) Clause 4 of the Company’s Memorandum of Association be and is hereby amended by (1) deleting the words “Law (2003 Revision)” in the first line in Clause 4 and replacing them with the words “Act (As Revised)”, and (2) deleting the words “Law (2003 Revision)” in the third line in Clause 4 and replacing them with the words “Act (As Revised)”;
- (iii) Clause 6 of the Company’s Memorandum of Association be and is hereby amended by (1) inserting the word “authorised” immediately before the words “share capital” in the first line in Clause 6, and (2) deleting the words “Law (2003 Revision)” in each of the fourth and fifth lines in Clause 6 and replacing them with the words “Act (As Revised)”;
- (iv) Clause 7 of the Company’s Memorandum of Association be and is hereby amended by (1) deleting the word “193” in the second line in Clause 7 and replacing it with the word “174”, (2) deleting the words “Law (2003 Revision)” in the second line in Clause 7 and replacing them with the words “Act (As Revised)”, and (3) deleting the words “Law (2003 Revision)” in the third line in Clause 7 and replacing them with the words “Act (As Revised)”;
- (v) Article 1 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the second line of such Article 1 and replacing it with the word “Act”;

- (vi) the definition of “Associate” be and is hereby deleted in its entirety in Article 2 of the Company’s Articles of Association and the definition of “Associate” be replaced with the following new definition of “associate”:

“associate “associate” in relation to any Director shall have the same meaning as defined under rule 1.01 of the Listing Rules as modified from time to time;”

- (vii) the following new definition of “close associate” be and is hereby inserted immediately following the definition of “the Chairman” in Article 2 of the Company’s Articles of Association:

“close associate “close associate” in relation to any Director shall have the same meaning as defined under rule 1.01 of the Listing Rules as modified from time to time;”

- (viii) the definition of “the Companies Law/the Law” in Article 2 of the Company’s Articles of Association be replaced with the new term of definition of “the Companies Act/the Act” and the definition of “the Companies Law/the Law” be and is hereby amended by (1) deleting the word “Law” after the words “the Companies” in the first line and replacing it with the word “Act”, (2) deleting the word “Law” before the words “shall mean” in the first line and replacing it with the word “Act”, and (3) deleting the words “Law (2003 Revision)” in the second line and replacing them with the words “Act (As Revised)”;

- (ix) the definition of “the Companies Ordinance” in Article 2 of the Company’s Articles of Association be and is hereby amended by (1) deleting the word “32” and replacing it with the word “622”, (2) deleting the word “as” and replacing it with the words “and any amendments thereto or re-enactment thereof for the time being”, and (3) deleting the words “from time to time” and replacing them with the words “and includes every other law or subsidiary legislation incorporated therewith or substituted therefor”;

- (x) the definition of “dividend” in Article 2 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the second line and replacing it with the word “Act”;

- (xi) the definition of “electronic” in Article 2 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the second line and replacing it with the word “Act”;

- (xii) the definition of “the Electronic Transactions Law” in Article 2 of the Company’s Articles of Association be replaced with the new term of definition of “the Electronic Transactions Act”; and the definition of “the Electronic Transactions Law” be and is hereby amended by (1) deleting the word “Law” in the first line and replacing it with the word “Act”, and (2) deleting the words “Law (2003 Revision)” in the second line and replacing them with the words “Act (As Revised)”;
- (xiii) the definition of “HK Code on Takeovers & Mergers” be and is hereby deleted in its entirety in Article 2 of the Company’s Articles of Association;
- (xiv) the definition of “Hong Kong” in Article 2 of the Company’s Articles of Association be and is hereby amended by deleting the words “and its dependencies”;
- (xv) the definition of “recognised clearing house” in Article 2 of the Company’s Articles of Association be and is hereby amended by (1) deleting the word “Cap.” and replacing it with the word “Chapter”, and (2) deleting the word “laws” and replacing it with the word “Laws”;
- (xvi) the definition of “special resolution” in Article 2 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the second line and replacing it with the word “Act”;
- (xvii) the definition of “words in Law to bear same meaning in Articles” in Article 2 of the Company’s Articles of Association be replaced with the new term of definition of “words in Act to bear same meaning in Articles”; and the definition of “words in Law to bear same meaning in Articles” be and is hereby amended by deleting the word “Law” in the first line and replacing it with the word “Act”;

- (xviii) the definition of “writing/printing” be and is hereby deleted in its entirety in Article 2 of the Company’s Articles of Association and the definition of “writing/printing” be replaced with the following new definition of “writing”:

“writing

“writing” shall, unless the contrary intention appears, be construed as including printing, lithography, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Act and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including where the representation takes the form of electronic display, provided that both the mode of service of the relevant document or notice and the member’s election comply with the Act and other applicable laws, rules and regulations;”;

- (xix) the following new definitions be inserted immediately following the definition of “writing” in Article 2 of the Company’s Articles of Association:

“document

references to a “document” (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a “notice” or “document” include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;

meeting a reference to a “meeting” shall mean a meeting convened and held in any manner permitted by these Articles and any member or Director (including, without limitation, the Chairman of such meeting) attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Act and any other applicable laws, rules and regulations and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;

participation in a general meeting references to a person’s “participation in a general meeting” include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to communicate, vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Act and any other applicable laws, rules and regulations or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;

electronic facilities references to “electronic facilities” include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise) by means of which all persons participating in the meeting are capable of hearing and being heard by each other;”;

(xx) the following new definitions be inserted in alphabetical order in Article 2 of the Company’s Articles of Association:

“electronic communication “electronic communication” shall mean a communication sent, transmitted, conveyed and received by wire, by radio, by optical means, by electronic means or by other electron magnetic means in any form through any medium;”

“electronic means “electronic means” shall include sending or otherwise making available to the intended recipients of the communication an electronic communication;”

“hybrid meeting	“hybrid meeting” shall mean a general meeting held and conducted by (i) physical attendance by members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by members and/or proxies by means of electronic facilities;”
“Meeting Location	“Meeting Location” shall have the meaning given to it in Article 76A;”
“physical meeting	“physical meeting” shall mean a general meeting held and conducted by physical attendance and participation by members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations;”
“Principal Meeting Place	“Principal Meeting Place” shall have the meaning given to it in Article 73;”

- (xxi) Article 3 of the Company’s Articles of Association be and is hereby amended by inserting the words “authorised share” before the words “capital of the Company” in the first line of such Article 3;
- (xxii) Article 4 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the eleventh line of such Article 4 and replacing it with the word “Act”;
- (xxiii) Article 6(a) of the Company’s Articles of Association be and is hereby amended by (1) deleting the word “Law” in the first sentence of such Article 6(a) and replacing it with the word “Act”, and (2) inserting the words “or postponement” after the word “adjournment” in the second sentence of such Article 6(a);
- (xxiv) Article 7 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” after the words “Subject to the” in the first line of such Article 7 and replacing it with the word “Act”;
- (xxv) Article 9(a) of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the first line of such Article 9(a) and replacing it with the word “Act”;
- (xxvi) Article 11 of the Company’s Articles of Association be and is hereby amended by deleting the word “Law” in the first line of such Article 11 and replacing it with the word “Act”;

- (xxvii) Article 12 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the seventh line of such Article 12 and replacing it with the word "Act";
- (xxviii) Article 14(a) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the sixth line of such Article 14(a) and replacing it with the word "Act";
- (xxix) Article 14(d) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the tenth line of such Article 14(d) and replacing it with the word "Act";
- (xxx) the following new Article 15(e) be and is hereby inserted immediately following the Article 15(d) of the Company's Articles of Association:

"In lieu of, or apart from, closing the register pursuant to other provisions in these Articles, the Board may fix in advance a date as the record date for any such determination of members entitled to receive notice of, or to vote at any general meeting of the members or any adjournment or postponement thereof, or for the purpose of determining the members entitled to receive payment of any dividend or distribution, or in order to make a determination of members for any other purpose."
- (xxxi) Article 16 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the third line of such Article 16 and replacing it with the word "Act";
- (xxxii) Article 59 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the first line of such Article 59 and replacing it with the word "Act";
- (xxxiii) Article 63(a)(ii) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the seventh line of such Article 63(a)(ii) and replacing it with the word "Act";
- (xxxiv) Article 63(a)(iii) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the fifth line of such Article 63(a)(iii) and replacing it with the word "Act";
- (xxxv) Article 63(b) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the fifth line of such Article 63(b) and replacing it with the word "Act";

- (xxxvi) Article 68(a) of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the third line of such Article 68(a) and replacing it with the word "Act", and (2) deleting the word "Law" in the fifth line of such Article 68(a) and replacing it with the word "Act";
- (xxxvii) Article 71 of the Company's Articles of Association be and is hereby amended by adding the following additional sentence after the current sentence:
- "All general meetings (including an annual general meeting, any adjourned meeting or postponed meeting) may be held as a physical meeting in any part of the world and at one or more locations as provided in Article 76A or as a hybrid meeting, as may be determined by the Board in its absolute discretion.";
- (xxxviii) Article 72 of the Company's Articles of Association be and is hereby amended by deleting the words "the general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board" in the fourth sentence of such Article 72 and replacing them with the words "a physical meeting at only one location which will be the Principal Meeting Place (as defined in Article 73)";
- (xxxix) Article 73(a) of the Company's Articles of Association be and is hereby amended by deleting the words "specify the time, place, and agenda of the meeting," and replacing them with the words "(a) specify the time and date of the meeting, (b) specify the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 76A, the principal place of the meeting (the "Principal Meeting Place"), (c) if the general meeting is to be a hybrid meeting, include a statement to that effect and specify details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) specify";

- (xl) the following new Articles 76A to 76G inclusive be and are hereby inserted immediately following the Article 76 of the Company's Articles of Association:

“76A (i) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations (the “Meeting Location(s)”) determined by the Board at its absolute discretion. Any member or any proxy attending and participating in such way or any member participating in a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.

(ii) All general meetings are subject to the following:

- (a) where a member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;
- (b) members present in person (in the case of a member being a corporation, by its duly authorised representative) or by proxy at a Meeting Location and/or members participating in a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the Chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that members at all Meeting Locations and members participating in a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;

- (c) where members attend a meeting by being present at one of the Meeting Locations and/or where members participate in a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of a hybrid meeting, the inability of one or more members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting; and
- (d) if any of the Meeting Locations is outside Hong Kong and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place.

76B. The Board and, at any general meeting, the Chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, and/or any Meeting Location(s) and/or participation and/or voting in a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as they shall in their absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a member who, pursuant to such arrangements, is not permitted to attend, in person (in the case of a member being a corporation, by its duly authorised representative) or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

76C. If it appears to the Chairman of the general meeting that:

- (i) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 76A(i) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the notice of the meeting; or
- (ii) in the case of a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or
- (iii) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (iv) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

then, without prejudice to any other power which the Chairman of the meeting may have under these Articles or at common law, the Chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

76D. The Board and, at any general meeting, the Chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the Chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or removed (physically or electronically) from the meeting.

- 76E. If, after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board, in its absolute discretion, considers that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the notice calling the meeting, it may (a) postpone the meeting to another date and/or time and/or (b) change the place and/or the electronic facilities and/or form of the meeting (including, without limitation, a physical meeting or a hybrid meeting), without approval of the members. Without prejudice to the generality of the foregoing, the Board shall have the power to provide in every notice calling a general meeting the circumstances in which such a postponement or change of the relevant general meeting may occur automatically without further notice, including without limitation where a gale warning or black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:
- (i) when either (1) a meeting is postponed, or (2) there is a change in the place and/or electronic facilities and/or form of the meeting, the Company shall (a) endeavour to post a notice of such postponement or change on the Company's Website as soon as reasonably practicable (provided that failure to post such a notice shall not affect the automatic postponement or automatic change of such meeting); and (b) subject to and without prejudice to Article 79, unless already specified in the original notice of the meeting or included in the notice posted on the Company's Website above, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting, specify the date and time by which proxies shall be submitted in order to be valid at such postponed or changed meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the postponed or changed meeting unless revoked or replaced by a new proxy), and shall give the members reasonable notice (given the circumstances) of such details in such manner as the Board may determine; and

- (ii) notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original notice of general meeting circulated to the members.

76F. All persons seeking to attend and participate in a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 76C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

76G. Without prejudice to other provisions in Articles 76A to 76F, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.”;

(xli) Article 77 of the Company’s Articles of Association be and is hereby amended by deleting the words “place” and replacing them with the words “(where applicable) such place(s) and in such form and manner referred to in Article 73”;

(xlii) Article 78 of the Company’s Articles of Association be and is hereby amended by adding the following additional sentence after the current sentence:

“Where the Chairman is attending the meeting by means of electronic facilities, but such electronic facilities are interrupted or fail for any reason to enable the Chairman to hear and be heard by all other persons participating at the meeting, then the other Directors present at the meeting shall choose another Director present to act as Chairman for the remainder of the meeting; provided that (a) if no other Director is present at the meeting; or (b) if all the Directors present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week and at such time and place as shall be decided by the Board.”;

- (xliii) Article 79 of the Company's Articles of Association be and is hereby amended by (1) adding the words "Subject to Article 76A," at the start of such Article 79, (2) deleting the words "and from place to place" and replacing them with the words "(or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting or a hybrid meeting)", and (3) deleting the words "the place, the day and the hour of the adjourned meeting" and replacing them with the words "the details set out in Article 73";
- (xliv) Article 80 of the Company's Articles of Association be and is hereby deleted in its entirety and replaced with the following new Article 80:

"80. (A) Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a poll every member present in person or by proxy or, in the case of a member being a corporation, by its duly authorised representative shall have one vote for every fully paid share of which he is the holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. A resolution put to the vote of a meeting shall be decided by way of a poll save that in the case of a physical meeting, the Chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every member present in person (or being a corporation, is present by a duly authorised representative), or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a member which is a recognised clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands. For the purposes of this Article, procedural and administrative matters are those set out in the Listing Rules. Votes (whether on a show of hands or a poll) may be cast by such means, electronic or otherwise, as the Directors or the Chairman of the meeting may determine.

- (B) In addition, a resolution put to the vote of a meeting shall be decided by way of a poll if demanded by:
 - (i) the Chairman of such meeting;
 - (ii) at least five members present in person or by proxy for the time being entitled to vote at the meeting; or
 - (iii) any member or members present in person or by proxy and representing not less than one-tenth in nominal value of the issued shares having the right to vote.
- (C) Where the Chairman, before or on the declaration of the result on a show of hands, knows from the proxies received by the Company that the result on a show of hands will be different from that on a poll, the Chairman must demand a poll.”;
- (xlv) Article 81(a) of the Company’s Articles of Association be and is hereby amended by inserting the words (1) “or postponed meeting” after the words “or adjourned meeting”, and (2) “, whether or not declared by the Chairman at the meeting, or any adjourned meeting or postponed meeting thereof,” after the words “The result of the poll” in such Article 81(a);
- (xlvi) Article 82 of the Company’s Articles of Association be and is hereby amended by inserting the words “or postponement” after the word “adjournment” in each of the second and third lines of such Article 82;
- (xlvii) Article 86 of the Company’s Articles of Association be and is hereby amended by inserting the words “or postponed meeting” after the words “or adjourned meeting” and before the words “(as the case may be)” in such Article 86;
- (xlviii) Article 89(b) of the Company’s Articles of Association be and is hereby amended by inserting the words “or postponed meeting” after the words “or adjourned meeting” and before the words “at which the person” in such Article 89(b);

(xlix) Article 91 of the Company's Articles of Association be and is hereby re-numbered as Article 91(A);

(l) the following new Article 91(B) be and is hereby inserted immediately following the above new Article 91(A) of the Company's Articles of Association:

“(B) The Company may, at its absolute discretion, designate from time to time an electronic address for the receipt of any document or information relating to proxies for a meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy and notice of termination of the authority of a proxy). If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address in accordance with this Article or if no electronic address is so designated by the Company for the receipt of such document or information. If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company.”;

- (li) Article 92 of the Company's Articles of Association be and is hereby deleted in its entirety and replaced with the following new Article 92:

“92. (A) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority, (if any) under which it is signed, or a notarially certified copy of such power or authority, shall:

- (i) in the case of an appointment of proxy in hard copy form, be deposited at the registered office of the Company or at such other place as is specified in the notice of meeting or in the instrument of proxy issued by the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting or postponed meeting (as the case may be) at which the person named in such instrument proposes to vote; or
- (ii) in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting or postponed meeting (as the case may be) at which the person named in such instrument proposes to vote; or
- (iii) in the case of a poll taken more than forty-eight hours after it was demanded, be received as aforesaid after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll.

An appointment of proxy not received or delivered in accordance with this Article shall not be treated as valid. No instrument appointing a proxy shall be valid after expiration of twelve months from the date of its execution, except at an adjourned meeting or postponed meeting or on a poll demanded at a meeting or an adjourned meeting or postponed meeting in cases where the meeting was originally held within twelve months from such date.

- (B) Delivery of any instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.”;

- (lii) Article 94 of the Company's Articles of Association be and is hereby amended by (1) inserting the words "or postponement" after the word "adjournment" and before the words "of the meeting" in Article 94(b), and (2) adding the following words at the end of the existing Article 94:

"The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles. Subject to aforesaid, if the proxy appointment and any of the information required under these Articles is not received in the manner set out in these Articles, the appointee shall not be entitled to vote in respect of the shares in question.";

- (liii) Article 95 of the Company's Articles of Association be and is hereby amended by (1) inserting the words "or poll demanded by a proxy, including the duly authorised representative of a corporation," after the words "A vote given" and before the words "in accordance with the terms", and (2) inserting the words "or postponed meeting" after the words "or adjourned meeting" and before the words "at which the vote is given" in such Article 95;

- (liv) Article 107(c) of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Associates" in the fifth line in Article 107(c) and replacing it with the words "close associates (and if required by the Listing Rules, his other associates)", (2) deleting the word "Associates" in the first line in Article 107(c)(i)(aa) and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s))", (3) deleting the word "Associates" in the fifth line in Article 107(c)(i)(bb) and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s))", (4) deleting the word "Associates" in the seventh line in Article 107(c)(ii) and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s))", (5) deleting the word "Associates" in the sixth line in Article 107(c)(iv)(aa) and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s))", (6) deleting the words ", their Associates" in the sixth line in Article 107(c)(iv)(bb) and replacing them with the words "(or their close associate(s)) (and if required by the Listing Rules, their other associate(s))", (7) deleting the word "Associates" in the tenth line in Article 107(c)(iv)(bb) and replacing it with the words "close associate(s) (and other associate(s), as the case may be)", and (8) deleting the word "Associates" in the second line in Article 107(c)(v) and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s))";

- (lv) Article 107(e) of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Associates" in the third line in Article 107(e) and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s)) (other than such Chairman of the meeting)", (2) inserting the words "(other than such Chairman of the meeting)" after the words "entitlement of any Director" in the sixth line in Article 107(e), (3) deleting the word "Associates" in the twelfth line in Article 107(e) and replacing it with the words "close associate(s) (and other associate(s), as the case may be)", (4) inserting the words "and of his close associate(s) (and other associate(s), as the case may be)" after the words "interests of the Director concerned" in the nineteenth line in Article 107(e), and (5) deleting the word "Associates" in the twentieth line in Article 107(e) and replacing it with the words "close associate(s) (and other associate(s), as the case may be)";
- (lvi) Article 112(a) of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the ninth line of such Article 112(a) and replacing it with the word "Act", and (2) deleting the word "Law" in the twelfth line of such Article 112(a) and replacing it with the word "Act";
- (lvii) Article 112(c) of the Company's Articles of Association be and is hereby amended by (1) deleting the words "Section 157H of" after the words "be permitted by", (2) deleting the word "Law" in the sixth line of such Article 112 and replacing it with the word "Act", and (3) deleting the word "Associates" in the ninth line of such Article 112 and replacing it with the words "close associate(s) (and if required by the Listing Rules, his other associate(s))";
- (lviii) Article 119 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the fifth line of such Article 119 and replacing it with the word "Act";
- (lix) Article 121 of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the fourth line of such Article 121 and replacing it with the word "Act", and (2) deleting the word "Law" in the ninth line of such Article 121 and replacing it with the word "Act";
- (lx) Article 124 of the Company's Articles of Association be and is hereby amended by inserting the words (1) "and alternate Director" after the words "each Director", (2) "(if the recipient consents to it being given to him in electronic form) by electronic means to an electronic address or" after the words "by telephone or", and (3) "(if the recipient consents to it being made available on a website) by making it available on a website or" after the words "such Director or";

- (lxi) Article 134 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the fourth line of such Article 134 and replacing it with the word "Act";
- (lxii) Article 135 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the first line of such Article 135 and replacing it with the word "Act";
- (lxiii) Article 142 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the twenty-ninth line of such Article 142 and replacing it with the word "Act";
- (lxiv) Article 144(a) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the first line of such Article 144(a) and replacing it with the word "Act";
- (lxv) Article 148(a) of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the eighth line of such Article 148(a) and replacing it with the word "Act", and (2) deleting the word "Law" in the tenth line of such Article 148(a) and replacing it with the word "Act";
- (lxvi) Article 152 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the twenty-first line of such Article 152 and replacing it with the word "Act";
- (lxvii) Article 159 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the second line of such Article 159 and replacing it with the word "Act";
- (lxviii) Article 160 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the fourth line of such Article 160 and replacing it with the word "Act";
- (lxix) Article 161 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the third line of such Article 161 and replacing it with the word "Act";
- (lxx) Article 162 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the eighth line of such Article 162 and replacing it with the word "Act";

- (lxxi) Article 163(c) of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the second line of such Article 163(c) and replacing it with the word "Act", (2) deleting the word "Law" in the twelfth line of such Article 163(c) and replacing it with the word "Act", and (3) deleting the word "Law" in the eighteenth line of such Article 163. (c) and replacing it with the word "Act";
- (lxxii) Article 168 of the Company's Articles of Association be and is hereby amended by inserting the words "who has not given an express positive confirmation in writing to the Company in the manner specified in the Listing Rules to receive or otherwise have made available to him notices and documents to be given or issued to him by the Company by electronic means and" after the words "Any member" in the second line of such Article 168;
- (lxxiii) Article 169A of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the first line of such Article 169A and replacing it with the word "Act", and (2) deleting the word "Law" in the eleventh line of such Article 169A and replacing it with the word "Act";
- (lxxiv) Article 173A of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Section" and replacing it with the word "Sections", and (2) inserting the words "and 19(3)" after the words "Section 8", and (3) deleting the word "Law" and replacing it with the word "Act";
- (lxxv) Article 176 of the Company's Articles of Association be and is hereby amended by (1) deleting the word "Law" in the fifth line of such Article 176 and replacing it with the word "Act", and (2) deleting the word "Law" in the seventeenth line of such Article 176 and replacing it with the word "Act";
- (lxxvi) Article 179(b) of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the first line of such Article 179(b) and replacing it with the word "Act"; and

(lxxvii) Article 181 of the Company's Articles of Association be and is hereby amended by deleting the word "Law" in the first line of such Article 181 and replacing it with the word "Act".

By Order of the Board
TOM GROUP LIMITED
Yeung Kwok Mung
Executive Director

Hong Kong, 1 April 2021

Head office and principal place of business:

Rooms 1601-05, 16/F
China Resources Building
26 Harbour Road
Wanchai, Hong Kong

Notes:

1. At the Annual General Meeting, the chairman of the meeting will put each of the above resolutions to be voted by way of a poll as required under the Listing Rules and pursuant to article 80 of the Articles of Association of the Company. The results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.
2. A shareholder of the Company entitled to attend and vote at the Annual General Meeting convened by the above notice is entitled to appoint one or more proxies to attend and vote instead of such shareholder. A proxy need not be a shareholder of the Company.
3. In order to be valid, the form of proxy together with a power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof, must be deposited at the Hong Kong Share Registrar of the Company, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the Annual General Meeting (or any adjournment thereof).
4. Completion and return of the form of proxy will not preclude a shareholder from attending and voting at the Annual General Meeting or any adjournment thereof (as the case may be) should the shareholder so desire.

5. The Register of Members of the Company will be closed from Wednesday, 5 May 2021 to Monday, 10 May 2021 (or from Thursday, 13 May 2021 to Tuesday, 18 May 2021, in the event that the Annual General Meeting is to be held on Tuesday, 18 May 2021 because of a black rainstorm warning signal or a tropical cyclone warning signal no. 8 or above), both days inclusive, during which period no transfer of shares will be effected, to determine shareholders' entitlement to attend and vote at the Annual General Meeting (or at any adjournment thereof). All share certificates with completed transfer forms, either overleaf or separately, must be lodged with the Company's Hong Kong Share Registrar, Computershare Hong Kong Investor Services Limited, at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, no later than 4:30 p.m. on Tuesday, 4 May 2021.
6. The biographical details of the retiring Directors proposed to be re-elected at the Annual General Meeting are set out in Appendix II to the circular dated 1 April 2021 of the Company.
7. Due to the constantly evolving COVID-19 pandemic situation in Hong Kong, the Company may be required to change the Annual General Meeting arrangements at short notice. Shareholders should check the Company's website at www.tomgroup.com for future announcements and updates on the Annual General Meeting arrangements.
8. **BAD WEATHER ARRANGEMENTS:**

The Annual General Meeting will be held on Monday, 10 May 2021 as scheduled regardless of whether or not an amber or red rainstorm warning signal is in force in Hong Kong at any time on that day.

However, if a black rainstorm warning signal or a tropical cyclone warning signal no. 8 or above is in force in Hong Kong at 11:30 a.m. on Monday, 10 May 2021, the Annual General Meeting will not be held on that day but will be automatically postponed and, by virtue of this notice, be held at the same time and place on Tuesday, 18 May 2021 instead.

Shareholders may call the hotline at (852) 2121 7838 or visit the website of the Company at www.tomgroup.com for details of the postponement and alternative meeting arrangements.

Shareholders should make their own decision as to whether they would attend the Annual General Meeting under bad weather conditions having regard to their own situation and if they should choose to do so, they are advised to exercise care and caution.

In the event of any inconsistency, the English version of this notice shall prevail over the Chinese version.

As at the date hereof, the directors of the Company are:

<i>Executive Director:</i>	<i>Non-executive Directors:</i>	<i>Independent Non-executive Directors:</i>
<i>Mr. Yeung Kwok Mung</i>	<i>Mr. Frank Sixt (Chairman)</i>	<i>Mr. James Sha</i>
	<i>Ms. Debbie Chang</i>	<i>Dr. Alex Fong</i>
	<i>Mrs. Angelina Lee</i>	<i>Mr. Chan Tze Leung</i>
		<i>Alternate Director:</i>
		<i>Mr. Dominic Lai</i>
		<i>(Alternate to Mr. Frank Sixt)</i>