



Bylaws

These Bylaws govern the terms on which On the Road Editions Limited will manage the affairs of the Club and the relations of its Members between themselves and with the Club for the benefit of its Members. These Bylaws together with any Regulations promulgated hereunder are intended to be adopted by a Membership Application Form to be completed and submitted by each Member which shall together constitute the terms by which the Member and the Club agree to be bound.

THE TERMS OF THESE BYLAWS

1. Interpretation

a. Definitions

In these Bylaws the following expressions shall, except where the context otherwise requires, have the meanings respectively set opposite them:

Company	On the Road Editions Limited a company incorporated under the laws of Hong Kong under company number 934054;
Directors	The Board of Directors of the Company for the time being;
Club	On the Road in China, a division of the Company and constituted by these Bylaws together with its members for the time being;
Club's Website	The website known as and accessed by linking to www.club.ontheroadinchina.com and any other website for the time being published or operated by the Club or any authorized representative or contractor of the Club;
Intellectual Property	The Marks and all patents, patents pending, trade and service marks, designs, copyrights, software, know-how and other intellectual property rights belonging to or used by the Club in connection with the performance of its objects;
Marks	the name "On the Road in China", the "On the Road" logo at the head of these Bylaws and any name or mark under which the Club, its objects, its technology, its subsidiaries as a group and/or its Members are promoted or marketed by the Club and any registration of any such name or mark as a Trade Mark;
Member	A person who has been admitted by the Directors to membership of the Club of any class as provided in clause Error! Reference source not found. ;
Regulations	The regulations promulgated by the Club as provided in clause 6 in the form adopted from time to time and for the time being in force;



b. Other Provisions

- i. Reference to a Schedule is a reference to a schedule to these Bylaws which Schedules are incorporated into and form part of these Bylaws.
- ii. The headings in these Bylaws are inserted only for convenience and shall not affect its construction.
- iii. Where appropriate, words denoting a singular number only shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and the corporate and vice versa.
- iv. Where the definition of any person named or referred to herein comprises more than one person, then such definition shall be deemed to mean and include each and every one of the persons included therein jointly and severally and the survivor or survivors of each of them.
- v. A reference to a "person" shall include a reference to any person whether natural or juridical and any group of any such persons.
- vi. The expressions "written" and "in writing" shall include any form of delivery, reproduction or representation of words which may be read by the human eye no matter on what medium stored or by what means delivered (and whether such medium exists at the date of these Bylaws or any Membership Agreement or is invented or discovered thereafter) provided that:
 - a. a copy of the relevant communication and a record of its delivery is kept in or on a durable medium by the party who delivers it; and
 - b. the recipient is capable of storing it upon receipt in or on a durable medium.
- vii. Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

2. Purpose

The purpose and objectives of the Club are:

- i. To foster and promote interest in and understanding of the pleasures of driving as distinct from a technical fascination with cars;
- ii. In particular but without prejudice to the foregoing to foster and promote interest in driving for exploration and/or as an adventure;
- iii. In particular but without prejudice to the foregoing to foster and promote interest in driving in China as China opens up to foreign visits and exploration;
- iv. To foster and promote an understanding of China as a country and its emergence and role in the modern world;
- v. To foster and promote mutual contact, communication, understanding and respect between the people of China and persons of other nations and cultures;
- vi. To promote, sponsor, organize and manage for the benefit of members and others driving expeditions in China and elsewhere;
- vii. To promote, sponsor and organize lectures, seminars, tutorials, presentations and events of every kind and nature to stimulate interest in the purpose and objectives of the Club and the skills of its members in driving, cross-cultural communication and such other matters as the Club may from time to time see fit;
- viii. To give aid and assistance and to provide and procure scholarships, bursaries, grants and other financial assistance to persons seeking to improve themselves in the fields of interest of the Club;
- ix. To employ, engage, retain and contract with such persons as may facilitate the achievement of the Club's objectives;



- x. To do all such other things as the club may deem fit in furtherance of the club's purpose and objectives.

3. Classes of Membership

The Club shall have the classes of membership set out in this clause.

a. Full Members

- i. Full Members shall comprise such persons who have expressed themselves to be in sympathy with the interests and objectives of the Club as the Club shall from time to time have admitted to full membership hereunder and who shall not have ceased to be Full Members as provided herein.
- ii. The rights and obligations of Full Members shall be as set out herein.

b. Associate Members

- i. Associate Members shall comprise such persons as the Club shall from time to time have admitted to associate membership hereunder and who shall not have ceased to be Associate Members as provided herein.
- ii. The rights and obligations of Entrepreneur Members shall be as set out herein.

c. Honorary Members

- i. Honorary Members shall comprise such persons as the Club shall from time to time invite to honorary membership in recognition of their contribution to the objectives of the Club and shall not have ceased to be Honorary Members as provided herein;
- ii. Honorary Members shall have such rights, privileges and obligations as they may agree with the Club on an individual basis having regard to the nature and extent of the contribution which they respectively contributed or agree to contribute towards the objectives of the Club.

d. Others

The Directors may from time to time admit such persons to such other classes of membership as they may by resolution determine.

4. Attributes of Membership

a. Eligibility of Membership

Admission of Membership is at the sole discretion of the Club by the majority vote of the Directors.

b. Membership Register

The Club shall keep a Membership Register in which shall be set out the full name and address of each Member, the date of admission to membership, the date of cessation of membership and such other particulars as the Directors shall from time to time resolve.

c. Evidence of Membership

The fact that the name of a person has been entered in the Membership Register shall, except in the case of manifest error, be conclusive evidence of such membership and of the class of membership to which such Member has been admitted.



d. Membership Certificate

Each Member shall have issued to him a Certificate designating his class of membership.

e. Renewal of Membership Certificate

If a certificate is defaced, lost, or destroyed, the Club may authorise its renewal upon payment of such fee, and upon such terms as to evidence and indemnity, and the payment of such out-of-pocket expenses of the Club for considering such evidence as they may determine.

f. Membership Not Transferable

Membership of the Club of any class is not transferable and shall cease upon death or in the case of a body corporate upon the appointment of a liquidator or receiver or the equivalent thereof in the jurisdiction of incorporation, registration or establishment of the body corporate.

g. Resignation

A Member may resign as a Member of the Club by notice in writing signed by such Member (or if such Member be a corporation then by its duly authorised officer) served on the Club at its registered office, the date of resignation being the date of service of such notice on the Club. On the service of such notice such Member shall be deemed to have ceased to be a Member of the Club and his name shall be deleted from the Membership Register.

h. Post-Membership Liability

The Club and the Company shall have no liability to any former member by reason of the termination of membership of that Member no matter what the cause of termination nor shall either of them have any liability to any Member after the termination of his membership for any reason whatsoever.

5. Payment of Fees

As a condition of entitlement to and continuing enjoyment of the rights and privileges of membership, Members of each class of membership of the Club shall be required to pay such fees as the Club may from time to time determine.

If a Member shall fail to renew his membership or if payment of the relevant fee is not received on time by the Club, then, if the Directors so resolve, that Member shall be deemed to have resigned, in which case his name shall be deleted from the Membership Register.

6. Regulations

The Club may adopt, vary, amend and from time to time promulgate regulations for the detailed conduct of the affairs of the Club and the exercise and performance of the respective rights, privileges and obligations of the Club and Members and both the Club and every Member shall abide by and comply with the Regulations as for the time being in force in the performance of their respective obligations hereunder.



7. Variation

a. Power

The Club may, subject to the remaining provisions of this clause, in its own absolute discretion replace, vary or amend these Bylaws or the Regulations from time to time and no such replacement, variation or amendment shall constitute a breach or termination of the Membership Agreement of any Member.

b. Objection to Variation

If a Member shall on reasonable grounds disclosed to the Club in writing object to any variation of the Bylaws or Regulations made under the provisions of this clause then that Member shall have the right as the sole and exclusive remedy to terminate his membership forthwith by notice in writing.

8. Member Covenants

Each Member severally shall be obliged and shall be deemed to have expressly covenanted with the Club as a condition of the continuance of membership:

- i. to pay the Membership Fees and all other sums due to the Club promptly as and when they fall due;
- ii. to observe and perform the provisions of any agreement entered into between the Member and the Club including but not limited to the agreement contained in or comprised by a Booking Form and annexed Booking Conditions relating to any tour, expedition or other event organized or promoted by the Club.

9. Termination of Membership

A Member's membership shall terminate upon lawful resignation in accordance with the provisions of sub-clause 4.d or upon the passage of a resolution of the Directors to expel the Member by reason of a breach of these Bylaws.

10. Consequences of Termination

Upon termination of a Member's membership the obligations of the Club herein shall cease.

This clause shall survive expiry or termination of this Agreement.

11. Jurisdiction and Arbitration

- i. These Bylaws shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
- ii. All disputes arising in connection with these Bylaws shall be finally settled by arbitration in Hong Kong in the English language pursuant to the provisions of the Arbitration Ordinance, Cap. 341 of the Laws of Hong Kong by one or more arbitrators appointed in accordance with such rules.
- iii. The institution or prosecution by the Club or by a Member of litigation for the purpose of protecting or preserving any right or preventing any lapse or default of any right or any abuse by the other shall not be deemed to constitute waiver of the right to compel arbitration.



- iv. The prevailing party in any proceedings at law or by arbitration relating to these Bylaws shall receive, in addition to any other recovery, its reasonable and actual legal fees and costs.
- v. No punitive damages may be claimed by or awarded to either party hereunder.
- vi. Any judgment of any court having jurisdiction hereunder and any award of an arbitrator or arbitrators made hereunder shall be enforceable in any jurisdiction throughout the world.

[End of Bylaws]