

As adopted on June 11, 2021 and amended on [May 10, 2024]

**RULES RELATING TO THE
Ming Yuan Cloud Group Holdings Limited
明源雲集團控股有限公司
POST-IPO SHARE AWARD SCHEME**

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Scheme Rules, unless the context otherwise requires, each of the following words and expressions shall have the meaning respectively shown opposite to it:

“Actual Selling Price”	the actual price at which the Award Shares are sold (net of brokerage, Stock Exchange trading fee, SFC transaction levy and any other applicable costs) on vesting of an Award pursuant to the Scheme, the consideration receivable under the related scheme or offer;
“Adoption Date”	the date on which this Scheme was adopted, being June 11, 2021;
“Amendment Date”	May 10, 2024, being the date on which the amendments of this Scheme are approved by Shareholders;
“Articles”	the articles of association of the Company currently in force;
“associate”	shall have the meaning as set out in the Listing Rules;
“Award(s)”	an award granted by the Board to a Selected Participant, which may vest in the form of Award Shares or the Actual Selling Price of the Award Shares in cash, as the Board may determine in accordance with the terms of the Scheme Rules;
“Award Letter”	shall have the meaning as set out in Clause 8.1;
“Award Period”	the period of ten years commencing on the Adoption Date;
“Award Shares”	the Shares granted to a Selected Participant in an Award;
“Board”	the board of directors of the Company from time to time;
“Board Delegate(s)”	the delegate(s) of the Board having the authority therefrom to administer the Scheme in accordance with the terms thereto, which can include the Committee, a member of the Committee or other person(s), including the Company’s management team;
“board lot”	the standardised number of Shares as a trading unit from time to time as published on the website of the Stock Exchange;
“Business Day(s)”	any day on which the Stock Exchange is open for the business of dealing in securities;

“Chairman”	the chairman of the Board of the Company, from time to time;
“close associate”	shall have the meaning as set out in the Listing Rules;
“Committee”	the Remuneration Committee of the Company from time to time;
“Company”	Ming Yuan Cloud Group Holdings Limited (明源雲集團控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability on July 3, 2019, the Shares of which are listed on the Main Board of the Stock Exchange;
“Consolidated Affiliated Entity”	the entity that the Group controls through contractual arrangements;
“Employee Participant”	any person who is an employee (whether full-time or part-time employee) or a director (including any executive director, non-executive director or independent non-executive director) of any member of the Group, including persons who are granted Awards under this Scheme as an inducement to enter into employment contract with any member of the Group and, for the avoidance of doubt, a Selected Participant shall not cease to be an employee in the case of (a) any leave of absence approved by the relevant member of the Group; or (b) a transfer of employment amongst the members of the Group; and provided further that a person shall, for the avoidance of doubt, cease to be an employee with effect from (and including) the date of termination of his/her employment;
“Eligible Person(s)”	any individual, or a corporate entity (as the case may be), being any of (i) an Employee Participant; (ii) a Related Entity; and (iii) a Service Provider, who the Board or the Board Delegate(s) considers, in their sole discretion, to have contributed or will contribute to the Group or any Related Entity; however, no individual who is resident in a place where the grant, acceptance or vesting of an Award pursuant to the Scheme is not permitted under the laws and regulations of such place or where, in the view of the Board or the Board Delegate(s), compliance with applicable laws and regulations in such place makes it necessary or expedient to exclude such individual, shall be entitled to participate in the Scheme and such individual shall therefore be excluded from the term Eligible Person;

“Grant Date”	the date on which the grant of an Award is made to a Selected Participant, being the date of an Award Letter;
“Group”	the Company and its Subsidiaries and Consolidated Affiliated Entity from time to time, and the expression <i>member of the Group</i> shall be construed accordingly;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“on-market”	the acquisition of Shares through one or more transactions through the facilities of the Stock Exchange in accordance with the Listing Rules and any other applicable laws and regulations;
“Purchase Price”	If any, the purchase price payable for the Award Shares pursuant to an Award;
“Related Entity”	any of the holding companies, fellow subsidiaries (other than members of the Group) or associated companies of the Company;
“Related Entity Participant”	any person who is an employee or a director of a Related Entity;
“Related Income”	all cash income derived from the vested Award Shares (i.e., cash dividends declared and paid on the Award Shares) excluding any interest earned on such cash income and held on trust for the benefit of the Selected Participant, notwithstanding whether such vested Award Shares have been transferred to the Selected Participant;
“Returned Shares”	collectively, (i) such Award Shares that are not vested and/or are forfeited in accordance with the terms of the Scheme, (ii) such Shares being deemed to be Returned Shares under the Scheme Rules, or (iii) such Award Shares either transferred, gifted, assigned or conveyed to the Trustee as determined by the Board or the Scheme Administrator in their absolute discretion;

“Returned Trust Funds”	all cash income derived from the Returned Shares (i.e., cash dividends declared and paid on the Returned Shares) or otherwise derived pursuant to the Scheme, in either case excluding any interest earned on such cash income or otherwise and held on trust for the purpose of the Scheme;
“RSU(s)”	an RSU granted by the Board pursuant to the terms of the share incentive plan of the Company being adopted on March 29, 2020 and amended on [May 10, 2024], in its present form or as amended from time to time in accordance with the terms thereof;
“Scheme”	this post-IPO share award scheme in its present form or as amended from time to time in accordance with the provisions hereof;
“Scheme Limit”	shall have the meaning set out in Clause 15.1;
“Scheme Rules”	the rules set out herein relating to the Scheme as amended from time to time;
“Selected Participant”	any Eligible Person approved for participation in the Scheme and who has been granted any Award pursuant to Clause 6.1 or Clause 6.2;
“Service Provider(s)”	any person or corporate entity (other than an employee or a director of any member of the Group) who provides services to the Group on a continuing or recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Group, taking into account (including but not limited to) the length and nature of the services provided or which are expected to be provided, the terms of engagements (including the hours, places and mode of services), and the business segments and focuses of the Group from time to time;
“Service Provider Sublimit”	shall have the meaning set out in Clause 15.2;
“SFC”	the Securities and Futures Commission of Hong Kong;
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);
“Shareholders”	the shareholders of the Company;

“Shares”	ordinary shares with a par value of HK\$0.0001 each in the share capital of the Company, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, re-classification or re-construction;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiary” or “Subsidiaries”	any subsidiary (as the term is defined in the Listing Rules) of the Company;
“substantial shareholder(s)”	shall have the meaning as set out in the Listing Rules;
“Takeovers Code”	The Code on Takeovers and Mergers and Share Buy-backs (as amended from time to time);
“Taxes”	shall have the meaning as set out in Clause 10.8;
“Trust”	the trust or any other entity(ies) established by the Trustee and constituted by the Trust Deed (if any) to service the Scheme;
“Trust Deed”	where applicable, the trust deed entered or to be entered into between the Company and the Trustee in the context of establishment of the Trust (as may be restated, supplemented and amended from time to time);
“Trustee”	the trustee appointed by the Company for the purpose of administering the Trust or entity(ies) controlled by such trustee;
“Vesting Date”	the date or dates, as determined from time to time by the Board, on which the Award (or part thereof) is to vest in the relevant Selected Participant as set out in the relevant Award Letter pursuant to Clause 8.1;
“Vesting Notice”	shall have the meaning as set out in Clause 10.5; and
“%”	per cent.

1.2 In these Scheme Rules, except where the context otherwise requires:

- (i) references to Clauses are to clauses of the Scheme Rules;
- (ii) references to times of the day are to Hong Kong time;
- (iii) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;
- (iv) a reference to “**dollars**” or to “**\$**” shall be construed as a reference to the lawful currency for the time being of Hong Kong;
- (v) a reference, express or implied, to statutes, statutory provisions or the Listing Rules shall be construed as references to those statutes, provisions or rules as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes, provisions or rules of which are re-enacted (whether with or without modification) and shall include any orders, regulations, instruments, subsidiary legislation, other subordinate legislation or practice notes under the relevant statute, provision or rule;
- (vi) unless otherwise indicated, the Board can make determinations in its absolute discretion and if the Board delegates its authority to administer the Scheme to the Board Delegate(s), the Board Delegate(s) shall enjoy the same absolute discretion;
- (vii) a reference to “**include**”, “**includes**” and “**including**” shall be deemed to be followed by the words “**without limitation**”;
- (viii) words importing the singular include the plural and vice versa, and words importing a gender include every gender;
- (ix) headings are included in the Scheme Rules for convenience only and do not affect its interpretation;
- (x) references to any statutory body shall include the successor thereof and any body established to replace or assume the functions of the same; and
- (xi) references to the Stock Exchange, the Listing Rules, the Takeovers Code, the SFO and other related references are relevant only insofar as the Shares remain listed on the Stock Exchange.

2. PURPOSE OF THE SCHEME

2.1 The purposes of the Scheme are:

- (i) to align the interests of Eligible Persons with those of the Group through ownership of Shares, dividends and other distributions paid on Shares and/or the increase in value of the Shares; and
- (ii) to encourage and retain Eligible Persons to make contributions to the long-term growth and profits of the Group.

3. CONDITIONS

- 3.1 The Scheme shall take effect upon (i) the passing of ordinary resolutions by the Shareholders to approve the proposed amendments to the Scheme; and (ii) the Listing Committee granting or confirming the approval for the listing of, and permission to deal in, all the new Shares which may be allotted and issued under the Scheme Limit.

4. DURATION

- 4.1 Subject to Clause 19, the Scheme shall be valid and effective for the Award Period (after which no further Awards will be granted), and thereafter for so long as there are any non-vested Award Shares granted hereunder prior to the expiration of the Scheme, in order to give effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme Rules.

5. ADMINISTRATION

- 5.1 The Scheme shall be subject to the administration of the Board in accordance with the Scheme Rules and, where applicable, the Trust Deed. A decision of the Board shall be final and binding on all persons affected thereby.
- 5.2 The authority to administer the Scheme may be delegated by the Board to the Board Delegate(s), provided that nothing in this Clause 5.2 shall prejudice the Board's power to revoke such delegation at any time or derogate from the discretion rested with the Board as contemplated in Clause 5.1.
- 5.3 Without prejudice to the Board's general power of administration, the Board or the Board Delegate(s) may from time to time appoint one or more administrators, who may be independent third-party contractors, to assist in the administration of the Scheme, to whom they, at their sole discretion, may delegate such functions relating to the administration of the Scheme as they may think fit. The duration of office, terms of reference and remuneration (if any) of such administrator(s) shall be determined by the Board or the Chairman at their sole discretion from time to time.
- 5.4 Without prejudice to the Board's general power of administration, to the extent not prohibited by applicable laws and regulations, the Board or the Board Delegate(s) may also from time to time appoint one or more Trustees in respect of granting, administration or vesting of any Award Shares.
- 5.5 Subject to the Scheme Rules, the Listing Rules and any applicable laws and regulations, the Board and the Board Delegate(s) shall have the power from time to time to:
- (i) construe and interpret the Scheme Rules and the terms of the Awards granted under the Scheme;
 - (ii) make or vary such arrangements, guidelines, procedures and/or regulations for the administration, interpretation, implementation and operation of the Scheme, provided that they are not inconsistent with the Scheme Rules;
 - (iii) decide how the vesting of the Awards Shares will be settled pursuant to Clause 10;

- (iv) grant Awards to those Eligible Persons whom it shall select from time to time;
 - (v) determine the terms and conditions of the Awards and the Purchase Price relating thereto, taking into account (including but not limited to) the prevailing closing price of the Shares, the purpose of the Scheme and the characteristics and profile of the Selected Participant;
 - (vi) subject to Clauses 14 and 18, make such appropriate and equitable adjustments to the terms of the Awards granted under the Scheme as it deems necessary;
 - (vii) determine the commencement or termination date of an Eligible Person's employment with any member of the Group or any Related Entity;
 - (viii) establish and administer performance targets in respect of the Awards to be granted, which, if applicable, will be stipulated in the terms of the Award Letter and subject to Clause 10.2;
 - (ix) approve the form of an Award Letter;
 - (x) instruct the Trustee to apply any Returned Trust Funds to satisfy any fees payable to the Trustee; and
 - (xi) take such other steps or actions to give effect to the terms and intent of the Scheme Rules.
- 5.6 Neither of the Board nor the Board Delegate(s) shall be personally liable by reason of any contract or other instrument executed by him/her, or on his/her behalf or for any mistake of judgment made in good faith, for the purposes of the Scheme, and the Company shall indemnify and hold harmless each member of the Board and the Board Delegate(s) in relation to the administration or interpretation of the Scheme, against any cost or expense (including legal fees) or liability (including any sum paid in settlement of a claim with the approval of the Board or the Board Delegate(s)) arising out of any act or omission to act in connection with the Scheme unless arising out of such person's own wilful default, fraud or bad faith.

6. OPERATION OF THE SCHEME/ELIGIBLE PERSONS

- 6.1 The Board may, from time to time, select any Eligible Person to be a Selected Participant and, subject to Clause 6.6, grant an Award to such Selected Participant during the Award Period.
- 6.2 The Board Delegate(s) may, from time to time, select any Eligible Person other than a director or an officer of the Company to be a Selected Participant and subject to Clause 6.6, grant an Award to such Selected Participant during the Award Period.
- 6.3 In determining the Selected Participants, the Board or the Board Delegate(s) may take into consideration matters including the present and expected contribution of the relevant Selected Participant to the Group.

Service Provider Selection

6.4 In assessing a Service Provider's eligibility as a Selected Participant, the Board or the Board Delegate(s) may also take into account a range of factors, including:

- (i) the scale of their business dealings with the Group (in terms of fees payable to them, where applicable);
- (ii) the length of business relationships between them and the Group;
- (iii) the performance of the relevant person or entity as a Service Provider, including the quality of their services previously provided to the Group;
- (iv) their contributions to the profits and/or business development of the Group and potential contributions to be made to the Group in light of their experience, qualifications, know-how and/or network, market conditions of the services that they provide to the Group;
- (v) the scarcity of their services which may therefore justify compensation in the long run;
- (vi) the possibility of developing a long-term business relationship with such person as a Service Provider, to secure the supply of quality services for the Group, which may avoid replacement cost and reduce transaction cost in the long run; and
- (vii) the positive impact they have brought to the Group's business development.

and in assessing whether the Service Provider provides services to the Group on a continuing and recurring basis, the Board (or the Board Delegate(s)) may take into consideration the length and type of services provided and the recurrences and regularity of such services, and benchmark such metrics against the performance of the employees, officers and directors of the Group to whom the Group provides equity incentives, while also taking into account the purposes of the Scheme and the objectives in engaging the Service Provider. For the avoidance of doubt, Service Providers should exclude (i) placing agents or financial advisors providing advisory services for fundraising, mergers or acquisitions, or (ii) professional service provider such as auditors or valuers who provide assurance or are required to perform their services with impartially and objectively.

Based on such criteria, the Board has categorized the Service Providers to include the Group's:

- (i) **Independent exclusive regional channel partners.** Those who/which are independent exclusive long-term and stable channel partners, and together form an extensive sales and service network across China and (a) contribute a significant portion of the Group's revenue, (b) help the Company expand its market coverage beyond first-tier cities by forming an important part of the sales network and expanding the Company's influence and popularity outside those cities;

- (ii) **Suppliers.** Those who/which support the Group's businesses of (a) intelligent hardware that provides essential hardware assistance and groundwork for the Group's CRM Cloud business; (b) cloud infrastructure and resources that furnish fundamental environment for the Group's SaaS operations and ensure stable and secure functioning of the Group's products and services, which include (1) cloud servers, cloud storage, databases and big data analysis that empowers the Group to attain adaptable IT infrastructure and efficient resource allocation as well as circumvent hefty investments in building and upkeeping the Group's own servers or data centers, (2) security services in high levels of reliability such as robust security protocols and data backup mechanisms that effectively mitigates diverse security threats and risks of data loss the Group may encounter in conducting its business, and (3) comprehensive cloud computing services and security solutions that facilitate the digital transformation and innovative development of the Group's enterprise customers as well as amplify the Group's operational efficiency and competitive edge; (c) outsourced human resources services that complement and reinforce the Group's R&D capabilities in a more cost-efficient manner; and (d) marketing and advertising services that endorse the Group's brand and help attract new customers during the Group's business expansion progress; and
- (iii) **Agents and contractors.** Those who/which provide intermediary and other professional/consultancy services to the (a) traffic channeling towards Group's operations to expand the Group's customer soliciting abilities, broaden the Group's business horizontal coverage and bolster the Group's efficacy and revenues; (b) strategic planning of the Group's business through providing strategic consultations for new media that mutually propel business developments of both parties; and (c) Group's operation procedure adjustments and strategic blueprints to furnish scientifically grounded guidance to enhance the Group's performance.

Based on above types of the Service Providers, the Board sets out specific criteria for determining eligibility for each type of the Service Providers as follows:

- (i) **Specific criteria for independent exclusive regional channel partners.** The Board or the Board Delegate(s) will, on a case by case basis, take into account both qualitative and quantitative factors when determining the eligibility of such regional channel partner, including but not limited to:
 - (1) the periodic assessment of the performance of the relevant regional channel partners based on the value of products they acquired from Company for distribution within the assessed time period;
 - (2) the aggregate value of contracts that they sign with end customers over a period of time;
 - (3) the value of the products distributed by the relevant regional channel partner;
 - (4) the distribution network of the relevant regional channel partner;
 - (5) the frequency of collaboration and length of business relationship with the Group;
 - (6) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties);

- (7) the background, reputation and track record of the relevant regional channel partner;
 - (8) the replacement cost of such regional channel partner and/or the products or materials (including continuity and stability of distribution of such products or materials); and
 - (9) the potential and/or actual contribution to the business affairs of the Group, in particular, whether such regional channel partner could bring positive impacts to the Group's business, such as an increase in revenue or profits or a reduction in costs attributable to or brought by the sales of products attributable to the distribution of products by the relevant regional channel partner.
- (ii) **Specific criteria for suppliers.** The Board or the Board Delegate(s) will, on a case by case basis, take into account both qualitative and quantitative factors when determining the eligibility of such supplier, including but not limited to:
- (1) the nature, reliability and quality of the goods or services supplied;
 - (2) the value of the goods or services provided by the relevant supplier;
 - (3) the frequency of collaboration and length of business relationship with the Group;
 - (4) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties);
 - (5) the background, reputation and track record of the relevant supplier;
 - (6) the replacement cost of such supplier and/or the goods or services (including continuity and stability of supply or provision of such goods or services); and
 - (7) the potential and/or actual contribution to the business affairs of the Group, in particular, whether such supplier could bring positive impacts to the Group's business, such as an increase in revenue or profits or a reduction in costs attributable to or brought by the goods or services supplied and/or provided by such supplier.
- (iii) **Specific criteria for agents and contractors.** The Board or the Board Delegate(s) will, on a case by case basis, take into account both qualitative and quantitative factors when determining the eligibility of such agent and contractor, including but not limited to:
- (1) individual performance of the relevant contractor, agent, consultant and/or adviser;
 - (2) their knowledge, experience and network in the relevant industry;
 - (3) the frequency of collaboration and length of business relationship with the Group;
 - (4) the materiality and nature of the business relationship with the Group (such as whether they relate to the core business of the Group and whether such business dealings could be readily replaced by third parties);

- (5) the background, reputation and track record of the relevant agent and contractor;
- (6) the potential and/or actual contribution to the business affairs of the Group, in particular, whether such agent and contractor could bring positive impacts to the Group's business, such as an increase in revenue or profits or a reduction in costs attributable to or brought by services provided by such agent and contractor;
- (7) the replacement cost of such agent and contractor (including continuity and stability of provision of the necessary services); and
- (8) other factors, including but not limited to the capability, expertise, technical know-how and/or business connections of the relevant contractor, agent, consultant and/or adviser, and/or the synergy between the relevant agent and contractor and the Group.

Related Entity Participants Selection

6.5 In assessing a Related Entity Participant's eligibility as a Selected Participant, the Board will consider, among others, the contributions to the returns and benefits of the Group's investment and/or interest in such Related Entity, the business synergy and industry opportunities brought by them to the Group and/or the Related Entity, and whether they should be rewarded to further motivate their performances for the benefit of the Group and/or the Related Entity. Set out below are the detailed description of the type of Related Entity Participants and the specific criteria for determining the eligibility thereof:

- (i) **Type of Related Entity Participants.** Related Entity Participants shall include employees and/or directors of certain investees of the Company that are part of the Company's real estate ecosystem, bring new perspectives and possibilities to the Company's business development, supplement and enrich the Company's solutions and products, thereby enhancing the competitiveness of the Company's solutions and product services, as determined by the Board or the Board Delegate(s) in its sole discretion ("**Investee Participants**").
- (ii) **Specific criteria for determining the eligibility.** The Board or the Board Delegate(s) will, on a case-by-case basis, take into account both qualitative and quantitative factors when determining the eligibility of such investees, including but not limited to: (1) value of the relevant investee's own business; (2) potential synergies and efficacy to the Company's business and solutions package; and (3) performance of the relevant investee.

6.6 Notwithstanding the provision in Clause 6.1 and Clause 6.2, no grant of any Award Shares to any Selected Participant may be made:

- (i) in any circumstances where the requisite approval from any applicable regulatory authorities has not been granted;
- (ii) in any circumstances that any member of the Group will be required under applicable securities laws, rules or regulations to issue a prospectus or other offer documents in respect of such Award or the Scheme, unless the Board determines otherwise;

- (iii) where such Award would result in a breach by any member of the Group or its directors of any applicable securities laws, rules or regulations in any jurisdiction;
- (iv) where such grant of Award would result in a breach of the minimum public float requirement as required under the Listing Rules and any such grant so made shall be null and void to the extent (and only to the extent) that it falls within the circumstances above.

6.7 Any Awards granted may be cancelled by the Board or the Board Delegate(s), at any time with the prior consent of respective Selected Participant. For the avoidance of doubt, where the Company cancels Awards granted to a Selected Participant and makes a new grant to the same Selected Participant, such new grant may only be made with available Scheme Limit. The Awards cancelled will be regarded as utilised for the purpose of calculating the Scheme Limit and the Service Provider Sublimit.

7. TIMING OF AWARDS

7.1 No Award shall be made to Selected Participants pursuant to Clause 6 no share buybacks or new shares shall be issued pursuant to the Scheme, and no directions or recommendation shall be given to the Trustee with respect to a grant of an Award under the Scheme:

- (i) where the Company has come to knowledge of any inside information (as defined in the SFO), until (and including) the trading day after the Company has announced the information; and
- (ii) during the period of commencing one month immediately before the earlier of (1) the date of the board meeting (as such date is first notified to the Stock Exchange) for approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (2) the deadline for the Company to announce its results for any half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and ending on the date of the results announcements, provided that such period will also cover any period of delay in the publication of any results announcement.

7.2 In addition to the restrictions set out in Clause 7.1, no Awards shall be made to directors of the Company or any other person where dealings of securities of the Company by directors of the Company or such person are prohibited under any code or requirement of the Listing Rules or any applicable laws, rules or regulations.

7.3 In respect of the administration of the Scheme, the Company shall comply with all applicable disclosure regulations including those imposed by the Listing Rules.

8. AWARD LETTER AND NOTIFICATION OF GRANT OF AWARDS

- 8.1 The Company shall issue a letter to each Selected Participant in such form as the Board or the Board Delegate(s) may from time to time determine, specifying the Grant Date, the period within which it must be accepted before lapsing (if any), the number of Award Shares underlying the Award, the vesting criteria and conditions, the Purchase Price (if any) for the Award Shares (including the method of payment and the period(s) within which any such Purchase Price must be made), and the Vesting Date and such other details as they may consider necessary (an “**Award Letter**”).
- 8.2 The Board or the Board Delegate(s) may determine the amount payable (if any) on an application or acceptance of an Award and the period(s) within which any such payments must be made as it deems appropriate.
- 8.3 Where a Trust has been established for the purposes of administering this Scheme, as soon as practicable after the grant of any Award to a Selected Participant, the Company shall notify the Trustee of:
- (i) the name of each such Selected Participant to whom such an Award has been made;
 - (ii) the number of Award Shares to which each such Award relates; and
 - (iii) the date or dates on which each such Award will vest.

9. ISSUE OF SHARES TO THE TRUSTEE AND ACQUISITION OF SHARES BY THE TRUSTEE

- 9.1 Where a Trust has been established for the purposes of administering this Scheme and if so determined by the Company, subject to Clause 9.5, the Company shall, as soon as reasonably practicable and no later than 30 Business Days from the Grant Date, for the purposes of satisfying the grant of Awards, issue and allot Shares to the Trustee and/or transfer to the Trust the necessary funds, which shall be payable by the Company, and instruct the Trustee to acquire Shares through on-market transactions at the prevailing market price. Subject to Clause 14, the Company shall instruct the Trustee whether or not to apply any Returned Shares to satisfy any grant of Awards made, and if the Returned Shares, as specified by the Company, are not sufficient to satisfy the Awards granted, the Company shall, subject to Clause 9.4 as soon as reasonably practicable and no later than 30 Business Days from the Grant Date, for purposes of satisfying the Awards granted, issue and allot further Shares to the Trustee and/or transfer to the Trust the necessary funds and instruct the Trustee to acquire further Shares through on-market transactions at the prevailing market price.
- 9.2 Where the Trustee has received instructions from the Company to acquire shares through on-market transactions, the Trustee shall acquire such number of Shares as instructed by the Company on-market at the prevailing market price as soon as reasonably practicable after receiving the necessary funds from the Company.

- 9.3 A Selected Participant shall have no right to any dividend of the Award Shares that are granted to him or her and that have not vested or any of the Returned Shares or any dividend of the Returned Shares, all of which shall be retained by the Trustee for the benefit of the Scheme, unless the Board or the Board Delegate(s) determines otherwise in their sole and absolute discretion. The Trustee shall not exercise any voting rights in respect of any unvested Award Shares held by it on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such direction is given.
- 9.4 The Trustee shall only be obliged to transfer Award Shares and Related Income (if any) to Selected Participants on vesting to the extent that Award Shares and Related Income (if any) are comprised in the Trust, unless the Board instructs otherwise.
- 9.5 The Company shall not issue or allot Shares nor instruct the Trustee to acquire Shares through on-market transactions at the prevailing market price, where such action (as applicable) is prohibited under the Listing Rules, the SFO or other applicable laws from time to time. Where such a prohibition causes the prescribed timing imposed by the Scheme Rules or the Trust Deed to be missed, such prescribed timing shall be treated as extended until as soon as reasonably practicable after the first (1st) Business Day on which the prohibition no longer prevents the relevant action.

10. VESTING OF AWARD

- 10.1 The Board or the Board Delegate(s) may from time to time while the Scheme is in force and subject to all applicable laws, rules and regulations, determine such vesting criteria and conditions or periods for the Award to be vested hereunder, provided however that the vesting period in respect of any Award shall not be less than 12 months from the Grant Date, except that with respect to a Selected Participant who is an Employee Participant, a shorter vesting period may be permitted in circumstances set out below:
- (i) grants as "make whole" Awards to a new Employee Participant upon joining the Group to replace the share awards such Selected Participant forfeited when leaving his/her previous employer;
 - (ii) grants to an Employee Participant whose employment is terminated due to death or disability or occurrence of any out-of-control event;
 - (iii) grants of Awards which are subject to the fulfilment of performance targets as determined in the conditions of his/her grant;
 - (iv) grants of Awards the timing of which is set due to administrative and/or compliance reasons unrelated to the performance of the Employee Participant, in which case the Vesting Date may be adjusted to take account of the time from which the Award would have been granted if not for such administrative and/or compliance reasons;
 - (v) grants of Awards with a mixed vesting schedule such that the Awards may vest evenly over a period of 12 months; or
 - (vi) grants of Awards with a total vesting and holding period of more than 12 months, such as where the Awards may vest by several batches with the first batch to vest within 12 months of the Grant Date and the last batch to vest 12 months after the Grant Date.

- 10.2 Vesting of Awards shall be subject to performance targets, if any, to be satisfied by the Selected Participants as determined by the Board or the Board Delegate(s) from time to time, provided that such performance targets shall be set out in the Award Letter. The performance shall be assessed by the Board or the Board Delegate(s), with regard to the purposes of this Scheme and with reference to factors including but not limited to, as and when appropriate, a mixture of attaining satisfactory key performance indicators (including the performance targets of the Group and/or individual performance based on the period performance assessment and annual review results) such as sales performance (e.g. revenue), operating performance (e.g. profits, operation efficiency in term of cost control), financial performance (e.g. profits, cash flow, earnings, market capitalization, return on equity) of the Group, corporate sustainability parameter (e.g. timeliness and accuracy in handling customer feedback, team work capabilities, adherence to corporate culture) and discipline and responsibility (e.g. punctuality, integrity, honesty or compliance with internal business procedures), the level of satisfaction of which shall be assessed and determined by the Board or the Board Delegate(s) at its sole discretion.
- 10.3 If the Vesting Date is not a Business Day, the Vesting Date shall, subject to any trading halt or suspension in the Shares, be the Business Day immediately thereafter.
- 10.4 For the purposes of vesting of the Award, the Board or the Board Delegate(s) may either:
- (i) direct and procure the Trustee to release from the Trust the Award Shares and Related Income, if any, to the Selected Participants by transferring the number of Award Shares and Related Income, if any, to the Selected Participants in such manner as determined by them from time to time; or
 - (ii) to the extent that, at the determination of the Board or the Board Delegate(s), it is not practicable for the Selected Participant to receive the Award in Shares solely due to legal or regulatory restrictions with respect to the Selected Participant's ability to receive the Award in Shares or the Trustee's ability to give effect to any such transfer to the Selected Participant, the Board or the Board Delegate(s) will direct and procure the Trustee to sell, on-market at the prevailing market price, the number of Award Shares so vested in respect of the Selected Participant and pay the Selected Participant the proceeds in cash arising from such sale based on the Actual Selling Price of such Award Shares and Related Income, if any, as set out in the Vesting Notice.
- 10.5 Except in the circumstances as set out in Clause 10.9, barring any unforeseen circumstances, within a reasonable time period as agreed between the Trustee and the Board from time to time prior to any Vesting Date, the Board or the Board Delegate(s) shall send to the relevant Selected Participant a vesting notice (the "**Vesting Notice**"). The Board or the Board Delegate(s) shall forward a copy of the Vesting Notice to the Trustee and instruct the Trustee the extent to which the Award Shares held in the Trust shall be transferred and released from the Trust to the Selected Participant in the manner as determined by the Board or the Board Delegate(s), or be sold as soon as practicable from the Vesting Date.
- 10.6 Except in the circumstances as set out in Clause 10.9, subject to the receipt of the Vesting Notice and the instructions from the Board or the Board Delegate(s), the Trustee shall transfer and release the relevant Award Shares to the relevant Selected Participant in the manner as determined by the Board or the Board Delegate(s) or sell the relevant Award Shares within any time stipulated in Clause 10.5 above and pay the Actual Selling Price to the Selected Participant within a reasonable time period (in both cases with the Related Income, if any), in satisfaction of the Award.

- 10.7 Any stamp duty or other direct costs and expenses arising on vesting and transfer of the Award Shares and Related Income to or for the benefit of the Selected Participants shall be borne by the Company. Any duty or other direct costs and expenses arising on the sale of the Award Shares due to the vesting shall be borne by the Selected Participant.
- 10.8 All costs and expenses in relation to all dealings with the Award Shares after vesting and transfer of the Award Shares to the Selected Participant (as the case may be) shall be borne by the Selected Participant and neither the Company nor the Trustee shall be liable for any such costs and expenses thereafter.
- 10.9 Other than the stamp duty to be borne by the Company in accordance with Clause 10.7, all other taxes (including personal income taxes, professional taxes, salary taxes and similar taxes, as applicable), duties, social security contributions, impositions, charges and other levies arising out of or in connection with the Selected Participant's participation in the Scheme or in relation to the Award Shares, Related Income or cash amount of equivalent value of the Award Shares (the "**Taxes**") shall be borne by the Selected Participant and neither the Company nor the Trustee shall be liable for any Taxes. The Selected Participant will indemnify the Trustee and all members of the Group or any Related Entity against any liability each of them may have to pay or account for such Taxes, including any withholding liability in connection with any Taxes. To give effect to this, the Trustee or any member of the Group or any Related Entity may, notwithstanding anything else in these Scheme Rules (but subject to applicable law):
- (i) reduce or withhold the number of the Selected Participant's Award Shares underlying the Award or the amount of the Related Income (the number of Award Shares underlying the Award that may be reduced or withheld shall be limited to the number of Award Shares that have a fair market value on the date of withholding that, in the reasonable opinion of the Company is sufficient to cover any such liability);
 - (ii) sell, on the Selected Participant's behalf, such number of Shares to which the Selected Participant becomes entitled under the Scheme and retain the proceeds and/or pay them to the relevant authorities or government agency;
 - (iii) deduct or withhold, without notice to the Selected Participant, the amount of any such liability from any payment to the Selected Participant made under the Scheme or from any payments due from a member of the Group or any Related Entity to the Selected Participant, including from the salary payable to the Selected Participant by any member of the Group or any Related Entity; and/or
 - (iv) require the Selected Participant to remit to any member of the Group or any Related Entity, in the form of cash or a certified bank cashier's check, an amount sufficient to satisfy any Taxes or other amounts required by any governmental authority to be withheld and paid over to such authority by any member of the Group or any Related Entity on account of the Selected Participant or to otherwise make alternative arrangements satisfactory to the Company for the payment of such amounts.

The Trustee shall not be obliged to transfer any Award Shares (or pay the Actual Selling Price of such Award Shares in cash) or Related Income to a Selected Participant unless and until the Selected Participant satisfies the Trustee and the Company that such Selected Participant's obligations under this Clause 10.9 have been met.

11. LAPSE AND CANCELLATION OF THE AWARD AND CLAWBACK MECHANISM

11.1 Any granted Award shall automatically lapse and not be vested in the Selected Participant on the earliest of:

- (i) seven (7) Business Days after the date of the commencement of the mandatory winding-up of the Company;
- (ii) seven (7) Business Days after the date on which the proposed compromise or arrangement between the Company and its Shareholders or creditors in connection with a scheme for the reconstruction or amalgamation of the Company (other than any relocation schemes as contemplated under Rule 7.14(3) of the Listing Rules) becomes effective;
- (iii) the date on which the Selected Participant ceases to be an Eligible Person (as determined by the Board or the Board Delegate(s)) on or prior to the relevant Vesting Date;
- (iv) the date on which the Selected Participant commits a breach of any terms or conditions (if any) attached to the grant of the Award, unless otherwise resolved to the contrary by the Board or the Board Delegate(s);
- (v) the date on which there is an actual or purported breach of Clause 12.1 (with respect to the transferability of the Award Shares) by the Selected Participant as determined by the Board or the Board Delegate(s); or
- (vi) the date on which the Board or the Board Delegate(s) makes a determination to claw back the Award pursuant to Clause 11.4.

provided that a resolution of the Board or the Board Delegate(s) to the effect that the Awards shall lapse and not be vested on one or more of the grounds as specified above shall be conclusive and binding on the Selected Participant and that in each case above the Board or the Board Delegate(s) in its absolute discretion may decide that such Awards shall not so lapse or determine subject to such conditions or limitations as it may decide; and that any of such decision shall be conclusive and binding on the Selected Participant. For the avoidance of doubt, any Awards lapsed in accordance with the terms of the Scheme will not be regarded as utilized for the purpose of calculating the Scheme Limit.

11.2 Except as otherwise determined by the Board or the Board Delegate(s), upon termination of employment or service with any member of the Group or any Related Entity during the applicable restriction period, Awards that are at that time unvested shall be forfeited or repurchased in accordance with the terms and provisions of the Award Letter and/or award agreement to be entered into by such Selected Participant; provided, however, that the Board or the Board Delegate(s) may (a) provide in any Award Letter and/or award agreement that restrictions or forfeiture and repurchase conditions relating to the Awards will be waived in whole or in part in the event of terminations resulting from specified causes; and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to the Awards.

11.3 All or part of Awards granted but not yet vested may be cancelled by the Board or the Board Delegate(s) in the event of any serious misconduct of the Selected Participant or in other specific circumstances as the Board or the Board Delegate(s) deems appropriate. The Awards so cancelled will be regarded as utilized for the purpose of calculating the relevant Scheme Limit and the Service Provider Sublimit set out in Clause 15. Issuance of new Awards to the same Selected Participant whose Awards have been cancelled may only be made with Awards available under the Scheme Limit and in compliance with the Listing Rules.

11.4 In the event that:

- (i) the Selected Participant commits a breach of confidentiality obligations as set out in the Clause 20 and/or the respective Award Letter (if applicable);
- (ii) the Selected Participant secures a part-time job in an industry or field that competes or is likely to compete, directly or indirectly, with the business of the Group;
- (iii) the Selected Participant ceases to be an Eligible Person by reason of the termination of his/her/its employment or contractual engagement with any member of the Group or any Related Entity for misconduct or without notice or with payment in lieu of notice;
- (iv) the Selected Participant has contravened the relevant laws and regulations of the People's Republic of China (the "PRC"), Hong Kong and/or any other jurisdiction to which such Selected Participant is subject and thereby has been convicted of any criminal offence;
- (v) the Selected Participant has been involved in acceptance or solicitation of bribery, corruption, theft, leakage of any trade or technical secrets, or conducted any connected transactions or other unlawful acts or misconduct which, in the reasonable opinion of the Board or the Board Delegate(s), prejudiced the interest or reputation of or caused significant negative impact to the Group;
- (vi) in the reasonable opinion of the Board or the Board Delegate(s), the Selected Participant has failed to discharge, or failed to discharge properly, his/her/its duties and thereby resulting in serious and adverse consequences, directly or indirectly, to the Group's interest or reputation; or
- (vii) in the reasonable opinion of the Board or the Board Delegate(s), the Selected Participant has engaged in any serious misconduct or breach of the terms of the Scheme or any terms or conditions attached to the grant of the Award in any material respect, the Board or the Board Delegate(s) may make a determination at its sole and absolute discretion that (1) any Awards issued to that Selected Participant but not yet vested shall immediately lapse; and (2) with respect to any Shares issued and/or transferred to that Selected Participant, the Selected Participant shall be required to transfer back, in whole or in part as determined by the Board or Board Delegate(s), to the Company or its nominee(s): (A) the equivalent number of Shares so issued and/or transferred to such Selected Participant, (B) an amount in cash equal to the market value of such Shares, or (C) a combination of (A) and (B); and/or (3) with respect to any Award Shares held by the Trustee for the benefit of that Selected Participant, those Award Shares shall no longer be held on trust for nor inure to benefit of the Selected Participant.

If the Board or the Board Delegate(s) exercises its discretion under this Clause, it will give the relevant Selected Participant a notice of such determination and the determination of the Board or the Board Delegate(s) made pursuant to this Clause shall be final, conclusive, and binding on all parties.

- 11.5 The Company shall, from time to time, inform the Trustee in writing, the date on which such Selected Participant ceased to be an Eligible Person and any amendments to the terms and conditions of the Award in respect of such Selected Participant (including the number of Award Shares and Related Income entitled).

12. TRANSFERABILITY AND OTHER RIGHTS TO AWARD SHARES

- 12.1 Any Award granted hereunder but not yet vested shall be personal to the Selected Participant to whom it is made and shall not be assignable or transferable and no Selected Participant shall in any way sell, transfer, assign, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any other person over or in relation to any Award, or enter into any agreement to do so, except for when a waiver is obtained from the Stock Exchange and express written consent is obtained from the Board or the Board Delegate(s).
- 12.2 Where the Selected Participant is a corporate entity, any change of its controlling shareholder or any substantial change in its management (which is to be determined by the Board as its absolute discretion) will be deemed to be a sale or transfer of interest as stated in Clause 12.1.
- 12.3 In the event a Selected Participant commits an actual or purported breach of Clause 12.1, any unvested Award (together with any outstanding Award Shares and Related Income subject thereunder) granted to such Selected Participant shall lapse automatically from the date on which they commit a breach of Clause 12.1. For this purpose, a determination from the legal department of the Company or such other person(s) who is delegated with this function by the Board, to the effect that the Selected Participant has or has not breached any of the foregoing shall be final and conclusive.
- 12.4 Award Shares to be allotted and issued for the Awards shall be subject to all the provisions of the Articles and are to rank *pari passu* with the fully paid Shares then in issue and accordingly will be entitled to dividends and other distributions paid or made on or after the date of the allotment, other than any dividends or distributions previously declared or recommended or resolved to be paid or made if the record date therefore falls before the date of the allotment.

13. INTEREST IN THE ASSETS OF THE TRUST

- 13.1 For the avoidance of doubt:

- (i) except otherwise provided hereunder, a Selected Participant shall have only a contingent interest in the Award and Related Income (if any) subject to the vesting of such Award and Related Income (if any) in accordance with Clause 10 and Clause 14, unless the Board determines otherwise;

- (ii) no instructions may be given by a Selected Participant to the Trustee in respect of the Award or any other property of the Trust and the Trustee shall not follow instructions given by a Selected Participant to the Trustee in respect of the Award or any other property of the Trust;
- (iii) neither the Selected Participant nor the Trustee shall exercise any voting rights in respect of any Award Shares held, directly or indirectly, that have not been vested;
- (iv) a Selected Participant shall have no right to any dividend of the Returned Shares or any of the Returned Shares, all of which shall be retained by the Trustee for the benefit of the Scheme;
- (v) a Selected Participant shall have no rights in the balance of the fractional shares arising out of consolidation of Shares (if any) and such Shares shall be deemed Returned Shares for the purposes of the Scheme;
- (vi) in the event a Selected Participant ceases to be an Eligible Person on or prior to the relevant Vesting Date and the Award and Related Income (if any) in respect of the relevant Vesting Date shall lapse or be forfeited pursuant to the Scheme, such Award and Related Income (if any) shall not vest on the relevant Vesting Date and the Selected Participant shall have no claims against the Company or the Trustee, unless the Board determines otherwise at its absolute discretion; and
- (vii) in the case of the death of a Selected Participant, the Award and Related Income (if any) shall be forfeited if no transfer of the Award and Related Income (if any) to the legal personal representatives of the Selected Participant is made within the period prescribed in the Award Letter and the legal personal representatives of the Selected Participant shall have no claims against the Company or the Trustee.

14. TAKEOVER, RIGHTS ISSUE, OPEN OFFER, SCRIP DIVIDEND SCHEME, ETC.

Open offer and rights issue

14.1 In the event the Company undertakes an open offer of new securities, the Trustee shall not subscribe for any new Shares. In the event of a rights issue, the Trustee shall seek instruction from the Company on the steps or actions to be taken in relation to the nil-paid rights allotted to it.

Bonus warrants

14.2 In the event the Company issues bonus warrants in respect of any Shares which are held by the Trustee, the Trustee shall not, unless otherwise instructed by the Company, subscribe for any new Shares by exercising any of the subscription rights attached to the bonus warrants, and shall sell the bonus warrants created and granted to it, and the net proceeds of sale of such bonus warrants shall be held as Returned Trust Funds.

Scrip Dividend

14.3 In the event the Company undertakes a scrip dividend scheme, the Trustee shall elect to receive the cash component, which shall be treated as Related Income (for the cash income derived from Award Shares) or Returned Trust Funds (for the cash income derived from Returned Shares).

Capitalisation issue, Rights issue, Consolidation, Sub-division, Bonus issue and other distribution or reduction of capital

14.4 In the event the Company undertakes a capitalisation issue, rights issue, sub-division or consolidation of the Shares or reduction of capital of the Company (other than an issue of Shares as consideration in respect of a transaction to which the Company is a party), corresponding changes will be made to the number and Purchase Price (if applicable) of any unvested Awards (together with any outstanding Award Shares subject thereunder) that have been granted provided that:

- (i) any such adjustments must be made so that each Selected Participant is given the same portion of the share capital of the Company, rounded to the nearest whole share, as that to which they were previously entitled;
- (ii) all fractional shares (if any) arising out of such consolidation or sub-division in respect of the Award Shares of a Selected Participant shall be deemed as Returned Shares and shall not be transferred to the relevant Selected Participant on the relevant Vesting Date;
- (iii) no such adjustments shall be made which would result in the Purchase Price (if applicable) for a Share being less than its nominal value, provided that in such circumstances the Purchase Price shall be reduced to the nominal value;
- (iv) any such adjustments shall be made on the basis that the aggregate Purchase Price (if applicable) payable by a Selected Participant for the vesting of the Award Shares granted thereto shall remain as nearly as possible the same (but shall not be greater than) as it was before such event; and
- (v) any adjustments to be made will comply with the Listing Rules and any guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time.

Except alterations made on a capitalisation issue, any alteration to the number of Award Shares and/or the Purchase Price shall be conditional on the Auditors or the independent financial adviser appointed by the Company confirming by the issue of certificate to the Board or the Board Delegate(s) that the alteration is in their opinion fair and reasonable. The capacity of the Auditors or an independent financial adviser appointed by the Company in this Clause 14.4 is that of experts and not of arbitrators and their certification shall be final and binding on the Company and the Grantees in the absence of manifest error. The costs of the Auditors or an independent financial adviser appointed by the Company in so certifying shall be borne by the Company.

- 14.5 In the event of an issue of Shares by the Company credited as fully paid to the holders of the shares by way of capitalisation of profits or reserves (including share premium account), the Shares attributable to any Award Shares held by the Trustee shall be deemed to be an accretion to such Award Shares and shall be held by the Trustee as if they were Award Shares purchased by the Trustee hereunder and all the provisions hereof in relation to the original Award Shares shall apply to such additional Shares.
- 14.6 In the event of any non-cash distribution or other events not referred to above by reason of which the Board considers an adjustment to an unvested Award to be fair and reasonable, an adjustment shall be made to the number of unvested Awards (including any Award Shares subject thereunder) of each Selected Participant as the Board shall consider to be fair and reasonable in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Scheme for the Selected Participants. The Company shall provide such funds, or such directions on application of the Returned Shares or Returned Trust Funds, as may be required to enable the Trustee to purchase Shares on-market at the prevailing market price to satisfy the additional Award.
- 14.7 In the event of other non-cash and non-scrip distributions made by the Company not otherwise referred to in the Scheme Rules in respect of the Shares held upon Trust, the Trustee shall sell such distribution and the net sale proceeds thereof shall be deemed as Related Income of the Award Shares or Returned Trust Funds of the Returned Shares held upon Trust as the case may be.

15. SCHEME LIMIT AND SERVICE PROVIDER SUBLIMIT

- 15.1 The Company shall not make any further grant of Award which will result in the aggregate number of Shares to be issued by the Company in respect of all grants made after the Amendment Date pursuant to this Scheme (excluding Award Shares that have been forfeited in accordance with the Scheme) and any other share schemes adopted by the Company to exceed 10% of the total number of issued Shares as at the Amendment Date (the “**Scheme Limit**”). Furthermore, the total number of new Shares which may be issued pursuant to Awards or options (if applicable) granted and to be granted to Service Providers after the Amendment Date under this Scheme and any other share scheme shall not exceed 0.5% of the issued Shares in issue as at the Amendment Date (the “**Service Provider Sublimit**”). For the avoidance of doubt, (i) the Service Provider Sublimit is within and is subject to the Scheme Limit and any Shares which would have been issued pursuant to Awards which have lapsed in accordance with the terms of the Scheme will not be regarded as utilized for the purpose of calculating the Scheme Limit or the Service Provider Sublimit; and (ii) subject to the foregoing, the Individual Limit (as defined below), and other applicable restrictions set out in this Scheme, at the sole discretion of the Board or the Board Delegate(s), grants can also be made to Employee Participants by utilizing the Service Provider Sublimit. The Scheme Mandate Limit and the Service Provider Sublimit may be subject to refreshment in accordance with Clause 15.2.
- 15.2 The Company may refresh the Scheme Limit and/or the Service Provider Sublimit:
- (i) from the later of three years after the Amendment Date or three years after the date of the last refreshment of the Scheme Limit or the Service Provider Sublimit (as the case may be) by obtaining Shareholders’ approval; or

- (ii) within any of the aforementioned three-year period by obtaining Shareholders' approval and subject to compliance with the applicable additional requirements set out in Rule 17.03C of the Listing Rules, provided that the total number of new Shares which may be issued pursuant to all grants to be made under this Scheme and other share schemes of the Company under the Scheme Limit as refreshed must not exceed 10% of the relevant class of Shares in issue as at the date of such Shareholders' approval, and subject further to compliance with other requirements prescribed under the Listing Rules from time to time.

15.3 The Company may seek separate approval by its Shareholders in general meeting for granting Awards beyond the Scheme Limit, provided that the Awards in excess of the Scheme Limit are granted only to Eligible Persons specifically identified by the Company before such approval is sought and subject to compliance with other relevant requirements prescribed under the Listing Rules.

15.4 The total number of Shares issued and to be issued pursuant to grants made and to be made under the Scheme and other shares schemes of the Company to each Selected Participant (excluding Awards lapsed in accordance with the Scheme) in any 12-month period up to (and including) the date of the latest grant shall not exceed 1% of the total number of Shares in issue at the relevant time (the "**Individual Limit**"). Any further grant of Awards to a Selected Participant which would exceed the Individual Limit shall be subject to separate approval of the Shareholders in general meeting in accordance with the Listing Rules, including that at such general meeting such participant and his/her close associates (or associates if the participant is a connected person as defined under the Listing Rules) shall abstain from voting.

15.5 Any grant of Awards, options or RSUs to any director, chief executive or substantial shareholder of the Company or any of their respective associates shall be subject to the prior approval of the independent non-executive directors of the Company (excluding any independent non-executive director who is a proposed recipient of the grant of Awards). Furthermore, where:

- (i) any grant of Awards or RSUs to any director (other than an independent non-executive director) or chief executive of the Company would result in the Shares issued and to be issued in respect of all Awards granted (excluding Awards lapsed in accordance with the terms of the Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue; or
- (ii) any grant of Awards, options or RSUs pursuant to this Scheme or any other concurrent share schemes to an independent non-executive director or substantial shareholder of the Company or any of their respective associates would result in the number of Shares issued and to be issued (excluding Awards lapsed in accordance with the terms of the Scheme) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue, such further grant of Awards must be approved by the Shareholders in general meeting in the manner required and subject to the requirements set out in the Listing Rules.

15.6 For the purpose of clarification, the above Clause 15.1 to 15.3 only apply to Awards to be satisfied by new Shares to be issued by the Company.

16. RETURNED SHARES

16.1 The Trustee shall hold Returned Shares to be applied towards future Awards in accordance with the provisions hereof for the purpose of the Scheme. When Shares have been deemed to be Returned Shares under the Scheme Rules, the Trustee shall notify the Company accordingly.

17. INTERPRETATION

17.1 Any decision to be made under the Scheme, including matters of interpretation with respect to the Scheme Rules, shall be made by the Board or the Board Delegate(s). The decision by the Board shall be final and binding.

18. ALTERATION OF THE SCHEME

18.1 Subject to the Scheme Limit and this Clause 18, the Scheme may be altered in any respect by a resolution of the Board provided that no such alteration shall operate to affect adversely any subsisting rights of any Selected Participant unless otherwise provided for in these Scheme Rules, except:

- (i) with the consent in writing of Selected Participants amounting to three-fourths in nominal value of all Award Shares held by the Trustee on that date; or
- (ii) with the sanction of a special resolution that is passed at a meeting of the Selected Participants amounting to three-fourths in nominal value of all Award Shares held by the Trustee on that date.

18.2 For the avoidance of doubt, the change in the subsisting rights of a Selected Participant in Clause 18.1 refers solely to any change in the rights in respect of the Award Shares already granted to a Selected Participant.

18.3 For any such meeting of Selected Participants referred to in Clause 18.1, all the provisions of the Articles as to general meetings of the Company shall apply *mutatis mutandis* as though the Shares then held by the Trustee on behalf of Selected Participants were a separate class of shares forming part of the share capital of the Company except that:

- (i) not less than seven (7) days' notice of such meeting shall be given;
- (ii) a quorum at any such meeting shall be two (2) Selected Participants present in person or by proxy;
- (iii) every Selected Participant present in person or by proxy at any such meeting shall be entitled on a show of hands to one vote, and on a poll, to one vote for each Award Share awarded to him or her and held by the Trustee (but, for the avoidance of doubt, excluding for this purpose any Returned Shares);

- (iv) any Selected Participant present in person or by proxy may demand a poll; and
- (v) if any such meeting is adjourned for want of a quorum, such adjournment shall be to such date and time, being not less than seven (7) nor more than fourteen (14) days thereafter, and to such place as may be appointed by the chairman of the meeting (as appointed by the Board). At any adjourned meeting those Selected Participants who are then present in person or by proxy shall form a quorum provided that Clause 18.3(ii) shall be complied with in the event of any such adjournment. At least seven (7) days' notice of any adjourned meeting shall be given in the same manner as for an original meeting and such notice shall state that those Selected Participants who are then present in person or by proxy shall form a quorum provided that Clause 18.3(ii) shall be complied with.

18.4 Approval of the Shareholders in general meeting (with Selected Participants and their respective associates abstaining from voting) is required for any amendment to the terms of the Scheme which are of a material nature or to any provisions of the Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the extent that such amendment operates to the advantage of Selected Participants.

18.5 Any change to the terms of any Award the grant of which was subject to the approval of a particular authority (such as the Board or the Board Delegate(s), the independent non-executive directors or the Shareholders in general meeting, as the case may be) shall be subject to approval by that same authority, provided that this requirement does not apply where the relevant alteration takes effect automatically under the terms of the Scheme. Without limiting the foregoing, any change in the terms of the Awards granted to any Selected Participant who is a director, chief executive or substantial shareholder of the Company, or any of their respective associates, must be approved by the Shareholders in general meeting in the manner required by the Listing Rules if the initial grant of the Awards requires such approval (except where the changes take effect automatically under the terms of the Scheme).

18.6 The amended terms of the Scheme or the Awards must comply with the Listing Rules.

18.7 Any change to the authority of the Board or the Board Delegate(s) of the Scheme to alter the terms of the Scheme must be approved by Shareholders in general meeting.

19. TERMINATION

19.1 Subject to Clause 4, the Scheme shall terminate on the earlier of:

- (i) the end of the Award Period except in respect of any non-vested Award Shares granted hereunder prior to the expiration of the Scheme, for the purpose of giving effect to the vesting of such Award Shares or otherwise as may be required in accordance with the provisions of the Scheme; and
- (ii) such date of early termination as determined by the Board provided that such termination shall not affect any subsisting rights of any Selected Participant hereunder; provided further that for the avoidance of doubt, the change in the subsisting rights of a Selected Participant in this Clause 19.1(ii) refers solely to any change in the rights in respect of the Award Shares already granted to a Selected Participant.

19.2 On the Business Day following the settlement, lapse, forfeiture or cancellation (as the case may be) of the last unvested Award made under the Scheme, the Trustee shall sell all the Shares remaining in the Trust within a reasonable time period as agreed between the Trustee and the Company upon receiving notice of the settlement, lapse, forfeiture or cancellation (as the case may be) of such last unvested Award (or such longer period as the Company may otherwise determine), and remit all cash and net proceeds of such sale referred to in this Clause 19.2 and the Returned Trust Funds (after making appropriate deductions in respect of all disposal costs, expenses and other existing and future liabilities in accordance with the Trust Deed) to the Company. For the avoidance of doubt, the Trustee shall not transfer any Shares to the Company nor may the Company otherwise hold any Shares whatsoever (other than the proceeds in the sale of such Shares pursuant to this Clause 19.2).

20. CONFIDENTIALITY

All Grantees shall strictly comply with the rules of confidentiality. Unless the relevant laws or competent authorities require otherwise, the Grantees shall not ask others or disclose information regarding the granted Awards and other relevant information. Any violation of the confidentiality obligation can be deemed as violation of the terms of this Scheme, and the Board or the Board Delegate(s) shall have the right to proceed with Clause 11 of this Scheme.

21. MISCELLANEOUS

21.1 The Scheme shall not form part of any contract of employment between the Company or any Subsidiary or any Related Entity and any Eligible Person, and the rights and obligations of any Eligible Person under the terms of his/her office or employment shall not be affected by his/her participation in the Scheme or any right which he/she may have to participate in it and the Scheme shall afford such Eligible Person no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.

21.2 The Company shall bear the costs of establishing and administering the Scheme, including, for the avoidance of doubt, costs arising from communication as referred to in Clause 21.3, expenses incurred in the purchase of Shares by the Trustee and stamp duty and normal registration fee (i.e. not being fee chargeable by the share registrar of any express service of registration) in respect of the transfer of Shares to Selected Participants on the relevant Vesting Date. For the avoidance of doubt, the Company shall not be liable for any Taxes or expenses of such other nature payable on the part of any Eligible Person in respect of any sale, purchase, vesting or transfer of Shares (or cash amount of equivalent value being paid), other than for any withholding tax liability of the Company or any member of the Group under applicable laws.

21.3 Any notice or other communication between the Company and any Eligible Person may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office in Hong Kong or such other address as notified to the Eligible Person from time to time and in the case of an Eligible Person, his/her address as notified to the Company from time to time or by hand delivery. In addition, any notice (including the Vesting Notice) or other communication from the Company to any Eligible Person or Selected Participant may be given by any electronic means through the Trustee, as the Board considers appropriate.

- 21.4 Any notice or other communication served by post shall be deemed to have been served 24 hours after the same was put in the post. Any notice or other communication served by electronic means shall be deemed to have been received on the day following that on which it was sent.
- 21.5 The Company shall not be responsible for any failure by any Eligible Person to obtain any consent or approval required for such Eligible Person to participate in the Scheme as a Selected Participant or for any Taxes, expenses, fees or any other liability to which an Eligible Person may become subject as a result of participation in the Scheme.
- 21.6 Each and every provision hereof shall be treated as a separate provision and shall be severally enforceable as such in the event of any provision or provisions being or becoming unenforceable in whole or in part. To the extent that any provision or provisions are unenforceable they shall be deemed to be deleted from these Scheme Rules, and any such deletion shall not affect the enforceability of the Scheme Rules as remain not so deleted.
- 21.7 The Scheme is subject to the provisions of Chapter 17 of the Listing Rules.
- 21.8 Save as specifically provided herein, the Scheme shall not confer on any person any legal or equitable rights (other than those constituting and attaching to the Award Shares themselves) against the Group or any Related Entity directly or indirectly or give rise to any cause of action at law or in equity against the Group or any Related Entity. No person shall, under any circumstances, hold the Board, the Board Delegate(s) and/or the Company liable for any costs, losses, expenses and/or damages whatsoever arising from or in connection with the Scheme or the administration thereof.
- 21.9 In the event that an Award lapses in accordance with the Scheme Rules, no Selected Participants shall be entitled to any compensation for any loss or any right or benefit or prospective right or benefit under the Scheme which they might otherwise have enjoyed.
- 21.10 The Scheme shall operate subject to the Articles and to any restrictions under any applicable laws, rules and regulations.
- 21.11 By participating in the Scheme, the Selected Participant consents to the holding, processing, storage and use of personal data or information concerning him or her by any member of the Group, the Trustee or other third-party service provider, in Hong Kong or elsewhere, for the purpose of the administration, management or operation of the Scheme. Such consent permits, but is not limited to, the following:
- (a) the administration and maintenance of records of the Selected Participant;
 - (b) the provision of data or information to members of the Group or any Related Entity, the Trustee, registrars, brokers or third-party administrators or managers of the Scheme, in Hong Kong or elsewhere;
 - (c) the provision of data or information to future purchasers or merger partners of the Company, the Selected Participant's employing company, or the business in which the Selected Participant works;

- (d) the transfer of data or information about the Selected Participant to a country or territory outside the Selected Participant's home country which may not provide the same statutory protection for the information as their home country; and
- (e) in the case where an announcement is required to be made pursuant to the Listing Rules for the purposes of granting an Award, the disclosure of the identity of such Selected Participant, the number of Award Shares and the terms of the Award granted and/or to be granted and all other information as required under the Listing Rules.

The Selected Participant is entitled, on payment of a reasonable fee, to a copy of the personal data held about him or her, and if such personal data is inaccurate, the Selected Participant has the right to have it corrected.

22. GOVERNING LAW

22.1 The Scheme shall be governed by and construed in accordance with the laws of Hong Kong.